

INFORMATION TO OFFERORS OR QUOTERS **SECTION A - COVER SHEET**

Form Approved
OMB No. 9000-0002
Expires Oct 31, 2001

The public reporting burden for this collection of information is estimated to average 35 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports (9000-0002), 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302. Respondents should be aware that notwithstanding any other provision of law, no person will be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number.

PLEASE DO NOT RETURN YOUR FORM TO THE ABOVE ADDRESS. RETURN COMPLETED FORM TO THE ADDRESS IN BLOCK 4 BELOW.

1. SOLICITATION NUMBER N66001-03-R-0005	2. (X one)		3. DATE/TIME RESPONSE DUE 03 JUNE 2003 2300
	<input type="checkbox"/>	a. INVITATION FOR BID (IFB)	
	<input checked="" type="checkbox"/>	b. REQUEST FOR PROPOSAL (RFP)	
	<input type="checkbox"/>	c. REQUEST FOR QUOTATION (RFQ)	

INSTRUCTIONS

- If you are not submitting a response, complete the information in Blocks 9 through 11 and return to the issuing office in Block 4 unless a different return address is indicated in Block 7.
- Offerors must include full, accurate, and complete information in their responses as required by this solicitation (including attachments). "Fill-ins" are provided on Standard Form 18, Standard Form 33, and other solicitation documents. Examine the entire solicitation carefully. The penalty for making false statements is prescribed in 18 U.S.C. 1001.
- Offerors must plainly mark their responses with the Solicitation Number and the date and local time for receipt of proposals that is in the solicitation document.
- Information regarding the timeliness of response is addressed in the provision of this solicitation entitled either "Late Submissions, Modifications and Withdrawal of Bids" or "Instructions to Offerors - Competitive Acquisition".

4. ISSUING OFFICE (Complete mailing address, including Zip Code) SPAWAR SYSTEMS CENTER, SAN DIEGO 53560 HULL ST., BLDG A33, RM 1602W SAN DIEGO CA 92152-5002 ATTN: Dean Dickau, CODE 2211	5. ITEMS TO BE PURCHASED (Brief description)
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6. PROCUREMENT INFORMATION (X and complete as applicable)	
<input type="checkbox"/>	a. THIS PROCUREMENT IS UNRESTRICTED
<input checked="" type="checkbox"/>	b. THIS PROCUREMENT IS <u>100</u> % SET-ASIDE FOR SMALL BUSINESS. THE APPLICABLE NAICS CODE IS: <u>326199</u>
<input type="checkbox"/>	c. THIS PROCUREMENT IS _____ % SET-ASIDE FOR HUB ZONE CONCERNS. THE APPLICABLE NAICS CODE IS: _____
<input type="checkbox"/>	d. THIS PROCUREMENT IS RESTRICTED TO FIRMS ELIGIBLE UNDER SECTION 8(a) OF THE SMALL BUSINESS ACT.

7. ADDITIONAL INFORMATION

8. POINT OF CONTACT FOR INFORMATION	
a. NAME (Last, First, Middle Initial) DEAN A. DICKAU	b. ADDRESS (Include Zip Code) See Block 4
c. TELEPHONE NUMBER (Include Area Code and Extension) 619-553-5585	
d. E-MAIL ADDRESS dean.dickau@navy.mil	

9. REASONS FOR NO RESPONSE (X all that apply)			
<input type="checkbox"/>	a. CANNOT COMPLY WITH SPECIFICATIONS	<input type="checkbox"/>	d. DO NOT REGULARLY MANUFACTURE OR SELL THE TYPE OF ITEMS
<input type="checkbox"/>	b. UNABLE TO IDENTIFY THE ITEM(S)	<input type="checkbox"/>	e. OTHER (Specify)
<input type="checkbox"/>	c. CANNOT MEET DELIVERY REQUIREMENT	<input type="checkbox"/>	

10. MAILING LIST INFORMATION (X one)			
WE <input type="checkbox"/>	DO <input type="checkbox"/>	DO NOT DESIRE TO BE RETAINED ON THE MAILING LIST FOR FUTURE PROCUREMENT OF THE TYPE INVOLVED.	
11a. COMPANY NAME		b. ADDRESS (Include Zip Code)	
c. ACTION OFFICER			
(1) TYPED OR PRINTED NAME (Last, First, Middle Initial)		(2) TITLE	
(3) SIGNATURE			(4) DATE SIGNED (YYYYMMDD)

FOLD

FOLD

FROM

AFFIX
STAMP
HERE

SOLICITATION NUMBER N66001-03-R-0005	
DATE (YYYYMMDD)	LOCAL TIME

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350) ➡		RATING DO-C9	PAGE OF PAGES 1 58
2. CONTRACT NO.		3. SOLICITATION NO. N66001-03-R-0005		4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	5. DATE ISSUED
7. ISSUED BY 2211 SPAWAR SYSTEMS CENTER, SAN DIEGO 53560 HULL ST., BLDG A33, RM 1602W SAN DIEGO CA 92152-5002 CODE 2211 DEAN A. DICKAU 619-553-5585 DEAN.DICKAU@NAVY.MIL		CODE N66001		8. ADDRESS OFFER TO (If other than Item 7)	
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".					
SOLICITATION					
9. CAUTION - Late Submissions, Modifications, and Withdrawals: See Section L Provision No. 52.215-1. All offers are subject to all terms and conditions contained in the solicitation.					
10. FOR INFORMATION CALL: ➡		A. NAME See Block 7		B. TELEPHONE (Include area code) (NO COLLECT CALLS) See Block 7	
				C. E-MAIL ADDRESS See Block 7	
11. TABLE OF CONTENTS					
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OFFER (Must be fully completed by offeror)					
NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.					
12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date of receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.					
13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8) ➡		10 CALENDAR DAYS %	20 CALENDAR DAYS %	30 CALENDAR DAYS %	CALENDAR DAYS %
14. ACKNOWLEDGEMENTS OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:		AMENDMENT NO.	DATE	AMENDMENT NO.	DATE
15A. NAME AND ADDRESS OF OFFEROR		CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	
15B. TELEPHONE NO. (Include area code)		15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/>		17. SIGNATURE	18. OFFER DATE
AWARD (To be completed by Government)					
19. ACCEPTED AS TO ITEMS NUMBERED		20. AMOUNT		21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c) () <input type="checkbox"/> 41 U.S.C. 253(c) ()				23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified) ➡	
24. ADMINISTERED BY (If other than Item 7) CODE				25. PAYMENT WILL BE MADE BY CODE	
26. NAME OF CONTRACTING OFFICER (Type or print)		27. UNITED STATES OF AMERICA (Signature of Contracting Officer)		28. AWARD DATE	

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.
 AUTHORIZED FOR LOCAL REPRODUCTION

STANDARD FORM 33 (REV. 9-97)

PART I
SECTION B
SUPPLIES OR SERVICES AND PRICES/COSTS

B-100 SCOPE

The purpose of this contract is to set forth guidelines to fabricate and deliver the following Contract Line Items. The Initial Delivery Order issued for First Article Test Units may also include Production Units in a variety of combinations. Additional Delivery Orders may include Contract Line Items in any combination. When preparing prices for this procurement, the following information is applicable:

(a) The *maximum* order quantities for each item are shown in the following Pricing Schedule by Contract Line Item Number (CLIN) for the entire five-year base period. For instance, the maximum quantity of CLIN 0001, MK33 MOD 0 ACCESSORY SETs for the five-year base period is 1000. This is applicable to each of the CLINs for which a maximum quantity is shown.

(b) The unit price for each SubCLIN quantity is cumulative for the entire five-year contract period. For example, SubCLIN 0001AB unit price represents the price to the Government for the first through the twentieth production unit for the entire 5 years. See table below for an example:

<u>Delivery Order</u>	<u>Quantity Of CLIN 0001</u>	<u>SubCLIN for pricing</u>
First Delivery Order	20 production units	20 units at 0001AB price
Second Delivery Order	20 production units	20 units at 0001AC price
Third Delivery Order	20 production units	10 units at 0001AC price 10 units at 0001AD price

(c) Clause K-5 FAR 52.207-4 ECONOMIC PURCHASE QUANTITY-- SUPPLIES (AUG 1987) contained in this solicitation allows for recommendation of different economic order quantities than those shown below. However, for price analysis purposes and award decision, **ONLY** those prices proposed for the quantities shown in section B will be utilized. If the responses to the K-5 clause show that the order quantities in this solicitation do not allow the Government maximum price advantages when ordering, the solicitation may be amended appropriately.

(d) For price analysis purposes, the Government will sum all the extended prices to determine the Total Estimated Amount of the Contract by each offeror. Additional information is in clause M-307 (1.2).

(e) The award value of the contract, i.e., contract value, will be determined by the Government summing the extended prices of all SubCLINs.

The offeror shall input unit and extended price on a **fixed price** basis in the following **Pricing Schedule**:

<u>CLIN / SubCLIN</u>	<u>SUPPLIES - DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT OF ISSUE</u>	<u>MAXIMUM QUANTITY</u>	<u>UNIT PRICE</u>	<u>EXTENDED PRICE</u>
0001	MK33 MOD 0 ACCESSORY SET IAW the Statement of Work, SSCSD Drawing Number 55910-0206119-1, as well as associated drawings in all drawing packages. Maximum order quantity for CLIN 0001 is 1000.					
0001AA	First Article Test Units	3	EA	3		
0001AB	Production Units	1 - 20	EA	20		
0001AC	Production Units	21 - 50	EA	30		
0001AD	Production Units	51 - 100	EA	50		
0001AE	Production Units	101 - 150	EA	50		
0001AF	Production Units	151 - 200	EA	50		
0001AG	Production Units	201 - 250	EA	50		
0001AH	Production Units	251 - 300	EA	50		
0001AJ	Production Units	301 - 350	EA	50		
0001AK	Production Units	351 - 400	EA	50		
0001AL	Production Units	401 - 500	EA	100		
0001AM	Production Units	501 - 600	EA	100		
0001AN	Production Units	601 - 700	EA	100		
0001AP	Production Units	701 - 800	EA	100		
0001AQ	Production Units	801 - 1000	EA	200		
0002	MK33 MOD 0 ACCESSORY SET IAW the Statement of Work, SSCSD Drawing Number 55910-0206119-2, as well as associated drawings in all drawing packages. Maximum order quantity for CLIN 0002 is 1000.					
0002AA	First Article Test Units	3	EA	3		
0002AB	Production Units	1 - 20	EA	20		
0002AC	Production Units	21 - 50	EA	30		
0002AD	Production Units	51 - 100	EA	50		
0002AE	Production Units	101 - 150	EA	50		
0002AF	Production Units	151 - 200	EA	50		
0002AG	Production Units	201 - 250	EA	50		
0002AH	Production Units	251 - 300	EA	50		
0002AJ	Production Units	301 - 350	EA	50		
0002AK	Production Units	351 - 400	EA	50		
0002AL	Production Units	401 - 500	EA	100		
0002AM	Production Units	501 - 600	EA	100		
0002AN	Production Units	601 - 700	EA	100		
0002AP	Production Units	701 - 800	EA	100		
0002AQ	Production Units	801 - 1000	EA	200		

0003	BOTTOM INTERFACE IAW the Statement of Work, SSCSD Drawing Number 55910-0206117, as well as associated drawings in all drawing packages. Maximum order quantity for CLIN 0003 is 500.					
0003AA	First Article Test Units	3	EA	3		
0003AB	Production Units	1 - 20	EA	20		
0003AC	Production Units	21 - 50	EA	30		
0003AD	Production Units	51 - 100	EA	50		
0003AE	Production Units	101 - 150	EA	50		
0003AF	Production Units	151 - 200	EA	50		
0003AG	Production Units	201 - 250	EA	50		
0003AH	Production Units	251 - 300	EA	50		
0003AJ	Production Units	301 - 350	EA	50		
0003AK	Production Units	351 - 400	EA	50		
0003AL	Production Units	401 - 500	EA	100		
0004	VOLUME INTERFACE IAW the Statement of Work, SSCSD Drawing Number 55910-0206118, as well as associated drawings in all drawing packages. Maximum order quantity for CLIN 0004 is 1500.					
0004AA	First Article Test Units	3	EA	3		
0004AB	Production Units	1 - 20	EA	20		
0004AC	Production Units	21 - 50	EA	30		
0004AD	Production Units	51 - 100	EA	50		
0004AE	Production Units	101 - 150	EA	50		
0004AF	Production Units	151 - 200	EA	50		
0004AG	Production Units	201 - 250	EA	50		
0004AH	Production Units	251 - 300	EA	50		
0004AJ	Production Units	301 - 350	EA	50		
0004AK	Production Units	351 - 400	EA	50		
0004AL	Production Units	401 - 500	EA	100		
0004AM	Production Units	501 - 600	EA	100		
0004AN	Production Units	601 - 700	EA	100		
0004AP	Production Units	701 - 800	EA	100		
0004AQ	Production Units	801 - 900	EA	100		
0004AR	Production Units	901 - 1100	EA	200		
0004AS	Production Units	1101 - 1300	EA	200		
0004AT	Production Units	1301 - 1500	EA	200		

0005	FAIRING ASSEMBLY IAW the Statement of Work, SSCSD Drawing Number 55910-0206132, as well as associated drawings in all drawing packages. Maximum order quantity for CLIN 0005 is 400.					
0005AA	First Article Test Units	3	EA	3		
0005AB	Production Units	1 - 20	EA	20		
0005AC	Production Units	21 - 50	EA	30		
0005AD	Production Units	51 - 100	EA	50		
0005AE	Production Units	101 - 150	EA	50		
0005AF	Production Units	151 - 200	EA	50		
0005AG	Production Units	201 - 250	EA	50		
0005AH	Production Units	251 - 300	EA	50		
0005AJ	Production Units	301 - 350	EA	50		
0005AK	Production Units	351 - 400	EA	50		
0006	SHIPPING CONTAINER, MK 33 IAW the Statement of Work, SSCSD Drawing Number 55910-0206182, as well as associated drawings in all drawing packages. Maximum order quantity for CLIN 0006 is 250.					
0006AA	First Article Test Units	2	EA	2		
0006AB	Production Units	1 - 20	EA	20		
0006AC	Production Units	21 - 50	EA	30		
0006AD	Production Units	51 - 100	EA	50		
0006AE	Production Units	101 - 150	EA	50		
0006AF	Production Units	151 - 200	EA	50		
0006AG	Production Units	201 - 250	EA	50		
0007	SHIPPING CONTAINER, INTERFACE IAW the Statement of Work, SSCSD Drawing Number 55910-0206185, as well as associated drawings in all drawing packages. Maximum order quantity for CLIN 0007 is 74.					
0007AA	First Article Test Units	2	EA	2		
0007AB	Production Units	1 - 15	EA	15		
0007AC	Production Units	16 - 40	EA	25		
0007AD	Production Units	41 - 74	EA	34		

0008	EXPLOSIVE TRAY, MK 62 IAW the Statement of Work, SSCSD Drawing Number 55910-0206144, as well as associated drawings in all drawing packages. Maximum order quantity for CLIN 0008 is 1000.					
0008AA	First Article Test Units	2	EA	2		
0008AB	Production Units	1 - 20	EA	20		
0008AC	Production Units	21 - 50	EA	30		
0008AD	Production Units	51 - 100	EA	50		
0008AE	Production Units	101 - 150	EA	50		
0008AF	Production Units	151 - 200	EA	50		
0008AG	Production Units	201 - 250	EA	50		
0008AH	Production Units	251 - 300	EA	50		
0008AJ	Production Units	301 - 350	EA	50		
0008AK	Production Units	351 - 400	EA	50		
0008AL	Production Units	401 - 500	EA	100		
0008AM	Production Units	501 - 600	EA	100		
0008AN	Production Units	601 - 700	EA	100		
0008AP	Production Units	701 - 800	EA	100		
0008AQ	Production Units	801 - 1000	EA	200		
0009	EXPLOSIVE TRAY, AFD IAW the Statement of Work, SSCSD Drawing Number 55910-0207709, as well as associated drawings in all drawing packages. Maximum order quantity for CLIN 0009 is 1000.					
0009AA	First Article Test Units	2	EA	2		
0009AB	Production Units	1 - 20	EA	20		
0009AC	Production Units	21 - 50	EA	30		
0009AD	Production Units	51 - 100	EA	50		
0009AE	Production Units	101 - 150	EA	50		
0009AF	Production Units	151 - 200	EA	50		
0009AG	Production Units	201 - 250	EA	50		
0009AH	Production Units	251 - 300	EA	50		
0009AJ	Production Units	301 - 350	EA	50		
0009AK	Production Units	351 - 400	EA	50		
0009AL	Production Units	401 - 500	EA	100		
0009AM	Production Units	501 - 600	EA	100		
0009AN	Production Units	601 - 700	EA	100		
0009AP	Production Units	701 - 800	EA	100		
0009AQ	Production Units	801 - 1000	EA	200		

0010	HOUSING, PAYLOAD SECTION IAW the Statement of Work, SSCSD Drawing Number 55910-0206140-2, as well as associated drawings in all drawing packages. Maximum order quantity for CLIN 0010 is 200.					
0010AA	First Article Test Units	3	EA	3		
0010AB	Production Units	1 - 20	EA	20		
0010AC	Production Units	21 - 50	EA	30		
0010AD	Production Units	51 - 100	EA	50		
0010AE	Production Units	101 - 150	EA	50		
0010AF	Production Units	151 - 200	EA	50		
0011	Data in accordance with Contract Data Requirements List, Form 1423, Exhibit A	1		Refer to CDRL	Not Separately Priced	Not Separately Priced
Total Estimated Amount of the Contract (contract value)						

NOTICE: The following contract clauses pertinent to this section are hereby incorporated in full text:

A. OTHER CONTRACT CLAUSES IN FULL TEXT

B-312 MINIMUM AND MAXIMUM QUANTITIES (JUL 1989)

As referred to in paragraph (b) of the "Indefinite Quantity" clause of this contract, the contract minimum quantity is a total of \$500,000.00 worth of orders at the contract unit price(s). The maximum quantity is as shown for each SubCLIN. The maximum quantity is the Total Estimated Amount of the Contract. The maximum quantity is not to be exceeded without prior approval of the Procuring Contracting Officer (PCO).

**PART I
SECTION C
DESCRIPTION/SPECS/WORK STATEMENT**

NOTICE: The following contract clauses pertinent to this section are hereby incorporated in full text:

A. OTHER CONTRACT CLAUSES IN FULL TEXT

**C-002 REFERENCE TO SPECIFIC PARAGRAPHS OF THE STATEMENT OF WORK
(MAY 1997)**

Reference to specific paragraphs of the Statement of Work (SOW) indicates only where the CLIN/SubCLIN requirement is principally described and does not absolve the Contractor from the requirement to comply with the contractual provisions applicable to those CLINs/SubCLINs.

C-302 SPECIFICATIONS/STATEMENT OF WORK (DEC 1998)

The work under this contract shall be performed in accordance with the description/specifications/statement of work, which is included as Attachment 1, STATEMENT OF WORK FOR THE PROCUREMENT OF THE MK 87 MOD 0 BOTTOM MARKER AND MK 88 MOD 0 VOLUME MARKER.

C-304 COMPLIANCE WITH SPECIFICATIONS (MAR 1999)

If part or model numbers are used to describe the Items being offered, it is understood and agreed such items are in complete compliance with the specifications and such items are not offered as alternates or deviations.

C-314 DISPOSITION OF GOVERNMENT FURNISHED PROPERTY (DEC 1999)

When disposition instructions for Government Furnished Property are contained in the accountable contract or on the supporting shipping documents (DD Form 1149) the Contractor shall initiate and submit an excess inventory listing to the Procuring Contracting Officer (PCO), via the activity Property Administrator.

When disposition instructions are not stipulated in the contract or supporting shipping document (DD Form 1149) and excess inventory listing identifying Government Furnished Property, Contractor Acquired Property, will also be submitted to the PCO, via the activity Property Administrator, at which time disposition instructions will be provided.

At the time of the Contractor's regular annual inventory, the Contractor will provide the PCO, via the activity Property Administrator, a copy of the physical inventory listing.

C-326 DELIVERY/TASK ORDER PROCEDURES (OCT 2000)

(VARIATION)

(1) Written orders against the FFP CLINs/Sub-CLINs in Section B of this contract will contain the following information consistent with the terms of the contract:

- (i) Date of Order.
- (ii) Contract number and order number.
- (iii) Item number and description, quantity ordered, unit price and contract price.
- (iv) Delivery or performance date.
- (v) Place of delivery or performance (including consignee).
- (vi) Packaging, packing, and shipping instructions, if any required.
- (vii) Accounting and appropriation data.
- (viii) And any other pertinent information.

C-327 DISSEMINATION NOTICES FOR TECHNICAL DOCUMENTS PREPARED UNDER SPAWARSCEN SAN DIEGO CONTRACTS (FEB 1999)

(a) Unless otherwise specified, all classified and unclassified technical documents generated under this contract must carry the following statements:

- (1) Do not distribute to DTIC or other data depositories.
- (2) Distribution authorized to DOD components only; premature dissemination

[Contractor to insert a date which will be determined by the Program Manager and affixed by the Contractor]. Other requests shall be referred to the Space and Naval Warfare Systems Center, Code 2027, San Diego, CA 92152-5001.

(b) The Contractor shall place the above statements on the original and all copies before being delivered to the shipping address in Section D as follows:

- (1) Standard Written or Printed material with Covers and/or Title Pages: Statement(s) to be printed, typed, or stamped on front cover and title page.
- (2) Technical Documents Without Covers or Title Pages: Statement(s) to be typed, printed, or stamped on first page of the document.
- (3) Drawing: Applicable statement(s) to be typed, printed, or stamped near the title block.
- (4) Magnetic Tape, Cassette, or Disk: Statement(s) to be typed, printed, or stamped on a label applied to outside of material. The first page of the resulting hard-copy report or computer printout report is also marked with applicable statement(s).
- (5) Microfilm: Statement(s) typed, printed, or stamped on outside of jacket or canister housing the material. The first page of resulting hard-copy report or first frame is also marked with applicable statement(s). The headers for microfiche must carry an abbreviated version of the statement(s).
- (6) Deck of Punched or Aperture Cards: Statement(s) to be typed, stamped, or printed on face of first and last card and on top of deck.

C-328 PROCEDURES FOR CONTROLLING TECHNICAL DOCUMENTS UNDER SPAWARSYSCEN SAN DIEGO CONTRACTS (APR 2000)

The Contractor shall comply with DOD Directive 5230.25 and the information provided herein when the Government provides the Contractor with technical data.

(a) Location of distribution statement, export warning notice, and destruction notice (classified and unclassified technical documents).

(1) Standard written or printed material with covers and/or title pages: Statement(s) to be printed, typed, or stamped on the front cover and title page.

(2) Technical documents without covers or title pages: Statement(s) to be typed, printed, or stamped on the first page of the document.

(3) Deck of punched or aperture cards: Statement(s) to be typed, printed, or stamped on face of first and last card and on top of deck.

(4) Magnetic tape, cassette, or disk: Statement(s) to be typed, stamped, or printed on a label applied to outside of material. The first page of the resulting hard-copy report or computer printout is also marked with applicable statement(s).

(5) Microfilm: Statement(s) to be typed, stamped, or printed on outside of jacket or canister housing the material. The first page of the resulting hard-copy report or first frame is also marked with applicable statement(s). The headers for microfiche must carry an abbreviated version of the statement(s).

(6) Drawings: Applicable statement(s) to be typed, stamped, or printed near the title block.

(b) Safeguarding of Unclassified, Limited-Access Documents (for classified documents see NOSCINST 5500.1A).

(1) Normal working hours: Limited-access documents and those that have not yet been reviewed cannot be left unattended in work areas accessible to non-DoD employees.

(2) After normal working hours: Limited-access documents and those that have not yet been reviewed should be placed in locked files, desks, or similar containers. If this is not possible, locked offices or buildings are adequate.

(3) Additional guidance for safeguarding limited-access media processed by an IT system, activity, or network can be found in OPNAVINST 5239.1A.

(c) Destruction of Unclassified, Limited-Access Documents. Destroy by any method that will prevent disclosure of contents or reconstruction of the material. Examples of such destruction methods follow:

(1) Printed document, deck of punched or aperture cards, computer printout, and drawings: Destroy by tearing each copy into pieces to preclude reconstruction and placing the pieces in regular trash containers or send to the Mail Room Branch for destruction.

(2) Magnetic tape, cassette, or disk: Destroy by erasing the magnetic storage media.

(3) Microfilm: Destroy by cutting into small pieces or send to the mailroom for destruction.

(d) Safeguarding of Classified Documents: See NOSCINST 5500.1A.

(e) Destruction of Classified Documents: See NOSCINST 5500.1A.

**PART I
SECTION D
PACKING AND MARKING**

NOTICE: The following contract clauses pertinent to this section are hereby incorporated in full text:

A. OTHER CONTRACT CLAUSES IN FULL TEXT

**D-001 PRESERVATION, PACKAGING, PACKING AND MARKING REQUIREMENTS
(FEB 1997)**

Preservation, packaging, packing and marking shall be set forth in the individual order.

D-305 PREPARATION FOR DELIVERY (MAR 1999)

- (a) Supplies shall be prepared for delivery in accordance with ASTM-D-3951, "Standard Practice for Commercial Packaging", dated 1 September 1995.
- (b) The contractor shall mark all shipments under this contract in accordance with MIL-STD-129 "Military Standard Marking for Shipment and Storage."
- (c) See Statement of Work, paragraph 4.1.c for additional labeling instructions.

D-307 PROHIBITED PACKING MATERIALS (DEC 1999)

The use of asbestos, excelsior, newspaper or shredded paper (all types including waxed paper, computer paper and similar hydroscopic or non-neutral material) is prohibited. In addition, loose fill polystyrene and plastic as packing materials are prohibited for items destined for afloat units.

D-308 MARKING OF SHIPMENT (DEC 1999)

Each shipment of material and/or data shall be clearly marked to show the following information:

SHIP TO:
RECEIVING OFFICER
SPAWAR SYSTEMS CENTER
53560 HULL ST.
SAN DIEGO, CA 92152-5410

MARK FOR:
Contract # N66001-03-D-0005
Delivery Order #: _____
Item #: _____
Receiving Officer Code: 2242
P.O.C. Bob Olds (619-553-6313)

The receiving office is open for deliveries Mon through Thu 7:30 a.m. to 4:30 p.m.

**PART I
SECTION E
INSPECTION AND ACCEPTANCE**

I. NOTICE: The following contract clauses pertinent to this section are hereby incorporated by reference:

A. FEDERAL ACQUISITION REGULATION CONTRACT CLAUSES

52.246-02	INSPECTION OF SUPPLIES -- FIXED-PRICE (AUG 1996)
52.246-11	HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT (FEB 1999) Title: MAGNETIC EFFECT LIMITS FOR NONMAGNETIC EQUIPMENT USED IN THE PROXIMITY OF MAGNETIC INFLUENCE ORDNANCE Number: MIL-DTL-19595D Date: 11 February 2003 The government will be responsible for all liaison with the magnetic test facility. All items to be tested are categorized as "Non-Contact Component."
52.246-15	CERTIFICATE OF CONFORMANCE (APR 1984)
52.246-16	RESPONSIBILITY FOR SUPPLIES (APR 1984)

B. DEFENSE FEDERAL ACQUISITION REGULATION SUPPLEMENT CONTRACT CLAUSES

252.246-7000 MATERIAL INSPECTION AND RECEIVING REPORT (DEC 1991)

II. NOTICE: The following contract clauses pertinent to this section are hereby incorporated in full text:

OTHER CONTRACT CLAUSES IN FULL TEXT

**E-301 INITIAL INSPECTION (ORIGIN) AND FINAL INSPECTION (DESTINATION)
(JAN 2002)**

(a) Initial inspection of the supplies to be furnished hereunder shall be made by the Contracting Officer Representative or his duly authorized representative at the Contractor's or subcontractor's plant at _____ [Contracting officer insert inspection location]. The cognizant inspector shall be notified when the material is available for inspection. The place or places designated for such actions may not be changed without authorization of the Contracting Officer. Final inspection and acceptance shall be made by the Contracting Officer Representative or his duly authorized representative after "installation/checkout/test".

(b) Initial inspection shall consist of quality assurance at point of manufacture and/or assembly and check/test before shipment. Final inspection and acceptance will be made by the receiving activity after installation/check out/testing of the supplies.

E-303 INSPECTION AND ACCEPTANCE--DESTINATION (JAN 2002)

Inspection and acceptance of the supplies/services to be furnished hereunder shall be made at destination by the contracting Officer Representative or his duly authorized representative.

PART I
SECTION F
DELIVERIES OR PERFORMANCE

NOTICE: The following contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION CONTRACT CLAUSES

52.211-17	DELIVERY OF EXCESS QUANTITIES (SEP 1989)
52.242-15	STOP-WORK ORDER (AUG 1989)
52.242-17	GOVERNMENT DELAY OF WORK (APR 1984)
52.247-34	F.O.B. DESTINATION (NOV 1991)

F-302 TIME AND PLACE OF DELIVERY--F.O.B. DESTINATION (DEC 1999)

The following is to establish the Government's required lead-time for each item.

Required delivery schedule is set forth below:

<u>ITEM NO.</u>	<u>SubCLIN</u>	<u>DATE</u>
0001	0001AA	Shall be delivered no later than (NLT) 4 months after date of order (ADO)
0002	0002AA	Shall be delivered NLT 4 months after ADO
0003	0003AA	Shall be delivered NLT 4 months after ADO
0004	0004AA	Shall be delivered NLT 4 months after ADO
0005	0005AA	Shall be delivered NLT 4 months after ADO
0006	0006AA	Shall be delivered NLT 4 months after ADO
0007	0007AA	Shall be delivered NLT 4 months after ADO
0008	0008AA	Shall be delivered NLT 4 months after ADO
0009	0009AA	Shall be delivered NLT 4 months after ADO
0010	0010AA	Shall be delivered NLT 4 months after ADO
0001	0001AB-0001AQ	Shall be delivered NLT 2 months ADO or acceptance of 0001AA at the rate of 40 per month until shipment complete
0002	0002AB-0002AQ	Shall be delivered NLT 2 months ADO or acceptance of 0002AA at the rate of 40 per month until shipment complete
0003	0003AB-0003AL	Shall be delivered NLT 2 months ADO or acceptance of 0003AA at the rate of 48 per month until shipment complete
0004	0004AB-0004AT	Shall be delivered NLT 2 months ADO or acceptance of 0004AA at the rate of 48 per month until shipment complete
0005	0005AB-0005AK	Shall be delivered NLT 2 months ADO or acceptance of 0005AA at the rate of 40 per month until shipment complete
0006	0006AB-0006AG	Shall be delivered NLT 2 months ADO or acceptance of 0006AA at the rate of 5 per month until shipment complete
0007	0007AB-0007AD	Shall be delivered NLT 2 months ADO or acceptance of 0007AA at the rate of 3 per month until shipment complete

0008	0008AB-0008AQ	Shall be delivered NLT 2 months ADO or acceptance of 0008AA at the rate of 50 per month until shipment complete
0009	0009AB-0009AQ	Shall be delivered NLT 2 months ADO or acceptance of 0009AA at the rate of 50 per month until shipment complete
0010	0010AB-0010AF	Shall be delivered NLT 2 months ADO or acceptance of 0010AA at the rate of 50 per month until shipment complete

Place of delivery: see D-308

**PART I
SECTION G
CONTRACT ADMINISTRATION DATA**

NOTICE: The following contract clauses pertinent to this section are hereby incorporated in full text:

A. OTHER CONTRACT CLAUSES IN FULL TEXT

G-001 ACCOUNTING AND APPROPRIATION DATA (FEB 1997)

Accounting and appropriation data will be set forth on individual orders issued hereunder.

G-015 IMPLEMENTATION OF TAXPAYER IDENTIFICATION NUMBER (APR 1998)

In accordance with FAR 52.204-03, Taxpayer Identification Number is _____ (insert TIN) .

G-017 IMPLEMENTATION OF PATENT RIGHTS CLAUSE (IDIQ) (SEP 1999)

All documents and information required by the patent rights and/or patent reporting clauses set forth in Section I of this contract shall be submitted FOR EACH ORDER to the Administrative Contracting Officer and to James A. Ward (See G-318). The Office of Patent Counsel, Code 20012 patent administrator can be reached at 619-553-3001. This notice also constitutes a request (see FAR 52.227-12(f)(10) or DFARS 252.227-7039(c), as applicable) for submission of a copy of the patent application, when filed, along with the patent application serial number, filing date, subsequent U.S. patent number and issue date, as received.

G-314 TYPE OF CONTRACT (OCT 1999)

This is an indefinite delivery, indefinite quantity type contract with a Firm Fixed Price pricing structure.

G-318 PATENT MATTERS POINT OF CONTACT (OCT 1999)

The Point of Contact regarding Patent Matters for this contract is:

Office of Patent Counsel
Attn: James A. Ward
SPAWARSYSCEN Code 20012
53510 Silver Gate Avenue
San Diego, CA 92152-5765
(619) 553-3001

G-320 SUBMISSION OF DD FORM 1662 "DOD PROPERTY IN THE CUSTODY OF CONTRACTORS" (JAN 2000)

Pursuant to the clause at DFARS 252.245-7001 "Reports of Government Property" clause, the contractor shall provide in duplicate the DD Form 1662 to the activity property administrator at the address set forth below by 31 October of the current year:

Space and Naval Warfare Systems Center-San Diego, Code D231, Property Administrator, 53560 Hull Street, San Diego, CA 92152-5001

G-321 CONTRACTOR PERFORMANCE APPRAISAL REPORTING SYSTEM (OCT 2002)

(a) Past performance information will be collected and maintained under this contract using the Department of Defense Contractor Performance Appraisal Reporting System (CPARS). CPARS is a web-enabled application that collects and manages the contractor's performance information on a given contract during a specific period of time. Additional information is available at <http://www.cpars.navy.mil/>.

(b) After contract award, the contractor will be given access authorization by the respective SPAWAR Focal Point, to review and comment on any element of the proposed rating before that rating becomes final. Within 60 days after contract award, the contractor shall provide in writing (or via e-mail) to the contracting officer the name, title, e-mail address and telephone number of the company individual or individuals who will have the responsibility of reviewing and approving any Contractor Performance Appraisal Report (CPAR) developed under the contract. If, during the life of this contract these company individual(s) are replaced by the contractor, the name, title, e-mail address and telephone number of the substitute individuals will be provided to the contracting officer within 60 days of the replacement.

252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (MAR 2003)

(a) *Definitions.* As used in this clause-

(1) "Contract financing payment" and "invoice payment" have the meanings given in section 32.001 of the Federal Acquisition Regulation.

(2) "Electronic form" means any automated system that transmits information electronically from the initiating system to all affected systems. Facsimile, e-mail, and scanned documents are not acceptable electronic forms.

(3) "Payment request" means any request for contract financing payment or invoice payment submitted by the Contractor under this contract.

(b) Except as provided in paragraph (c) of this clause, the Contractor shall submit payment requests using one of the following electronic forms:

(1) Wide Area WorkFlow-Receipt and Acceptance (WAWF-RA). Information regarding WAWF-RA is available on the Internet at <https://rmb.ogden.disa.mil>.

(2) Web Invoicing System (WInS). Information regarding WInS is available on the Internet at <https://ecweb.dfas.mil>.

(3) American National Standards Institute (ANSI) X.12 electronic data interchange (EDI) formats.

(i) Information regarding EDI formats is available on the Internet at <http://www.X12.org>.

(ii) EDI implementation guides are available on the Internet at <http://www.dfas.mil/ecedi>.

(4) Another electronic form authorized by the Contracting Officer.

(c) If the Contractor is unable to submit a payment request in electronic form, or DoD is unable to receive a payment request in electronic form, the Contractor shall submit the payment request using a method mutually agreed to by the Contractor, the Contracting Officer, and the payment office.

(d) In addition to the requirements of this clause, the Contractor shall meet the requirements of the appropriate payment clauses in this contract when submitting payment requests.

PART I
SECTION H
SPECIAL CONTRACT REQUIREMENTS

NOTICE: The following contract clauses pertinent to this section are hereby incorporated in full text:

A. OTHER CONTRACT CLAUSES IN FULL TEXT

H-023 INDEFINITE QUANTITY (SEP 1997)

This is an Indefinite Quantity contract as contemplated by FAR 16.504. The total scope of the tasks for which orders may be issued is set forth in the attached Statement of Work. The maximum dollar amount the Government may order under this contract is the total value of all CLINs; the minimum amount is \$500,000.00 of the base period's CLINs.

H-320 ALTERNATIVES AND UPDATES TO SPECIFICATIONS AND STANDARDS (DEC 1999)

(a) The Department of Defense is--

- (1) committed to minimizing the use of military and federal specifications and standards; and
- (2) seeking to use non-government specifications and standards to the maximum extent practicable to satisfy its requirements.

(b) The Contractor--

- (1) is encouraged to identify and propose alternatives to specifications and standards cited in this contract;
- (2) may submit to the Contracting Officer a proposal addressing alternatives to contractually mandated military, federal, or commercial specifications and standards, consisting of the following:
 - (i) a copy of the proposed alternatives;
 - (ii) a comparison of the proposed alternatives to the specifications or standards cited in the contract; and
 - (iii) an analysis supporting the feasibility and cost-effectiveness of the proposed alternatives.

(c) If the Contractor has a contract, or multiple DOD contracts, that incorporate outdated or different versions of military, federal, or commercial specifications or standards, the Contractor may request that all of its contracts be updated to the latest version of the applicable specifications or standards. Updating must not affect the form, fit, or function of any deliverable item, and must demonstrate a benefit to the government. The Contractor may submit updating requests to the Contracting Officer through the cognizant contract administration office. The government will, to the extent practicable, evaluate the acceptability of any proposed alternative. If a proposed alternative is not considered for the instant procurement, it will be considered for future procurement. If the Contracting Officer does not accept the proposed alternative, the Contractor agrees to perform the contract in accordance with the specifications and standards cited in the contract.

H-322 TYPES OF TASK OR DELIVERY ORDERS (DEC 1999)

A firm-fixed-price (FFP) delivery order will be issued when acquiring commercial items, or for acquiring other supplies or services on the basis of reasonably definite or detailed specifications and fair and reasonable prices can be established at the outset.

H-325 APPLICATION OF PATENT INDEMNITY (DEC 1999)

The FAR 52.227-3 "Patent Indemnity" clause which incorporated by reference in this contract, applies only to supplies or services that normally are or have been sold or offered for sale by any supplier to the public in the commercial open market or that are the same as such supplies or services with relatively minor modifications.

H-329 CONTRACTOR ACQUIRED PROPERTY/GOVERNMENT FURNISHED PROPERTY (MAR 1999)

This contract contains the clause entitled "Government Furnished Property". However, receipt of Government Furnished Property or Contractor Acquired Property is not authorized under this contract. Such property may be acquired only upon receipt of a fully executed delivery or task order or modification to a delivery or task order that specifically authorizes acquisition of the property by the contractor. Requests for Contractor Acquired Property must be made to the cognizant Contracting Officer.

Any property acquired by the Contractor without a delivery or task order or modification to a delivery or task order authorizing such acquisition, is done so at the Contractor's own risk.

H-330 SUBMISSION OF ADDITIONAL COPY OF DD FORM 1662 "DOD PROPERTY IN THE CUSTODY OF CONTRACTORS" (JAN 2000)

In addition to the requirement in the DFARS 252.245-7001 "Reports of Government Property" clause to provide in duplicate the DD Form 1662 to the contract property administrator, the contractor shall provide an additional copy, by 31 October of the current year, of the DD Form 1662 to the activity's Property Administrator at the Space and Naval Warfare Systems Center-San Diego, Code D231, Property Administrator, 53560 Hull Street, San Diego, CA 92152-5001.

H-343 CONTRACT DATA REQUIREMENTS (DELIVERY ORDERS) (DEC 1999)

The data items shown on the DD Form 1423, Contract Data Requirements List, or included in the Statement of Work are either known data requirements or a general description of the data to be clarified or restated on each delivery order.

H-355 CONTRACTOR IDENTIFICATION (NOV 2000)

(a) Contractor employees must be clearly identifiable while on Government property by wearing appropriate badges.

Contractor employees are required to clearly identify themselves and the company they work for whenever making contact with Government personnel by telephone or other electronic means.

H-356 SUBMISSION OF INTERIM AND FINAL INVENTION REPORTS AND NOTIFICATION OF ALL SUBCONTRACTS FOR EXPERIMENTAL, DEVELOPMENTAL, OR RESEARCH WORK (OCT 1999)

(a) This contract contains the FAR 52.227-11 "Patent Rights--Retention by the Contractor (Short Form)" clause (including the DFARS 252.227-7039 "Patents--Reporting of Subject Inventions", and 252.227-7034, "Patents--Subcontracts" clauses), the FAR 52.227-12 "Patent Rights--Retention by the Contractor (Long Form)" clause, or the FAR 52.227-13 "Patent Rights--Acquisition by the Government" clause.

(b) Under these clauses, the Contractor is required to submit interim and final invention reports and notification to the Government of all subcontracts for experimental, developmental, or research work. The interim and final invention reports and notification of all subcontracts for experimental, developmental, or research work may be submitted on DD Form 882 "Report of Inventions and Subcontracts."

(c) The Contractor shall submit interim and final invention reports and notification of all subcontracts for experimental, developmental, or research work, including negative reports, to:

Office of Patent Counsel
Attn: James A. Ward
SPAWARSYSCEN Code D0012
53510 Silver Gate Avenue
San Diego, CA 92152-5765
619-553-3001

(d) The Office of Patent Counsel designated above will represent the Contracting Officer with regard to invention reporting matters arising under the contract.

H-358 APPLICATION OF DFARS 252.227-7013 AND 252.227-7015 TECHNICAL DATA CLAUSES (AUG 2001)

The DFARS 252.227-7015, Technical Data--Commercial Items, clause applies to technical data that pertains to a "commercial item" as defined in the DFARS 252.227-7015 clause. The DFARS 252.227-7013, Rights in Technical Data--Noncommercial Items, clause applies to all other technical data.

5252.209-9200 FIRST ARTICLE (GOVERNMENT TESTING) SPECIAL PROVISIONS (SEP 1989)

(a) For the purposes of this contract, the term "First Article" has the same meaning as the synonymous terms "preproduction model(s)" and "preproduction equipment."

(b) The First Article shall conform in every respect with the requirements set forth for production equipment and shall be manufactured with tools, materials and methods which are the same as, or representative of, the equipment to be furnished under Items (s)

0001AB-0001AQ
0002AB-0002AQ
0003AB-0003AL
0004AB-0004AT
0005AB-0005AK
0006AB-0006AG
0007AB-0007AD
0008AB-0008AQ
0009AB-0009AQ
0010AB-0010AF

(herein called production equipment). The First Article shall not be delivered for first article approval tests as provided for in the clause of this contract entitled "First Article Approval--Government Testing" until after it has been fully tested by the contractor at his expense to determine compliance with said requirements and preliminary accepted by the Contract Administration Office. The Contractor shall make a record of all data obtained during such tests in such form as is consonant with good engineering practice and furnish five (5) copies thereof. The cover sheet of each copy of this record shall be marked with this contract number and the Item identification. One (1) copy shall be furnished to the Contract Administration Office at the time of inspection for preliminary inspection, one (1) copy shall accompany the First Article on delivery thereof, and three (3) copies shall be furnished to the Space and Naval Warfare Systems Command at the time of First Article delivery.

(c) The Contractor shall incorporate all modifications required by any conditional approval and correct any damage or deterioration resulting from testing or shipment of the First Article. As so modified and corrected, and subject to the next to last sentence of paragraph (b) of the clause of this contract entitled "First Article Approval--Government Testing," the approved First Article *shall serve as a manufacturing standard*.

5252.215-9210 INCORPORATION OF REPRESENTATIONS AND CERTIFICATIONS BY REFERENCE (NOV 1991)

All representations and certifications and other written statements made by the contractor in response to Section K of the solicitation or at the request of the contracting officer which are incident to the award of the contract or modification of this contract, are hereby incorporated by reference with the same force and effect as if they were given in full text.

5252.243-9400 AUTHORIZED CHANGES ONLY BY THE CONTRACTING OFFICER (JAN 1992)

(a) Except as specified in paragraph (b) below, no order, statement, or conduct of Government personnel who visit the Contractor's facilities or in any other manner communicates with Contractor personnel during the performance of this contract shall constitute a change under the Changes clause of this contract.

(b) The Contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing and signed by the Contracting Officer, or is pursuant to specific authority otherwise included as a part of this contract.

(c) The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract and notwithstanding provisions contained elsewhere in this contract, the said authority remains solely the Contracting Officer's. In the event the contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in charges incurred as a result thereof. The address and telephone number of the Contracting Officer is:

NAME : James E. Smith, Jr.
 ADDRESS: SSC-SD, Bldg A33, Rm. 1602S, 53560 Hull St., San Diego, CA 92152
 TELEPHONE: 619-553-7504

5252.245-9200 GOVERNMENT FURNISHED MATERIAL (JAN 1989)

The Government shall furnish to the Contractor for use in connection with this contract, the material set forth below:

DESCRIPTION: Bulk non-magnetic fasteners (stainless steel screws and stainless steel cable)

QUANTITY: As required

Only the material listed above in the quantities shown will be furnished by the Government notwithstanding any provisions of the specifications to the contrary. All other material required in the performance of this contract shall be furnished by the contractor. Government Furnished Material shall be delivered, all transportation charges paid, within 14 days from the date of contract to the cognizant contract administration office specified herein, in care of the contractor's plant at _____ [Contracting officer identify where GFM is to be delivered]. Such material shall be subject to the Government Property clause of this contract.

5252.245-9201 GOVERNMENT FURNISHED PROPERTY (MAR 2002)

The Government will provide only that property set forth below, notwithstanding any provisions of the specification(s) to the contrary:

Government Furnished Property shall be delivered, all transportation charges paid, within 14 days from the date of contract to the cognizant contract administration office specified herein, in care of the contractor's plant at _____ [Contracting officer identify where GFM is to be delivered]. Such material shall be subject to the Government Property clause of this contract.

- 1) Nosecup mold
- 2) Bottom interface (functional sample)
- 3) Volume Interface (functional sample)
- 4) Sample fairing and baseplate
- 5) Explosive tray billets (one explosive tray filled with 12.5 lb of inert material and one explosive tray filled with 13.75 lb of inert material) - inert material is used to replicate M112 blocks for marker testing.
- 6) Inert replica firing devices (MK 62 Firing Device and Acoustic Firing Device (AFD))
- 7) Blocks for testing cable adjustment (one block for the bottom interface and one block for the volume interface)

PART II

SECTION I

CONTRACT CLAUSES

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://farsite.hill.af.mil/>
<http://www.arnet.gov/far/>

I. NOTICE: The following contract clauses pertinent to this section are hereby incorporated by reference:

A. FEDERAL ACQUISITION REGULATION CONTRACT CLAUSES

52.202-01	DEFINITIONS (DEC 2001)
52.203-03	GRATUITIES (APR 1984)
52.203-05	COVENANT AGAINST CONTINGENT FEES (APR 1984)
52.203-06	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUL 1995)
52.203-07	ANTI-KICKBACK PROCEDURES (JUL 1995)
52.203-08	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUN 1997)
52.204-04	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER (AUG 2000)
52.209-03	FIRST ARTICLE APPROVAL -- CONTRACTOR TESTING (SEP 1989) - ALTERNATE I (JAN 1997) Para (a), Number of units 'see Section B' Para (a), Lot/item number 'see Section B' Para (a), Number of calendar days '7' Para (b), Number of calendar days 'see CDRL' Para (b), Government activity address 'see CDRL' Para (b), Contract number 'see CDRL' Para (b), Lot/Item number 'see CDRL' Para (b), Number of calendar days 'See Statement of Work'
52.209-04	FIRST ARTICLE APPROVAL -- GOVERNMENT TESTING (SEP 1989) -- ALTERNATE I and II (JAN 1997) Para (a). Insert number of units to be delivered. ' see CDRL" Para (a), Insert lot/item number. ' see CDRL" Para (a), Insert number of days. '120' Para (a), Insert name and address of the testing facility. ' see CDRL" Para (b), Insert number of days. '21'
52.209-06	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (JUL 1995)
52.211-05	MATERIAL REQUIREMENTS (AUG 2000)
52.215-02	AUDIT AND RECORDS -- NEGOTIATION (JUN 1999)
52.215-08	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT (OCT 1997)
52.215-14	INTEGRITY OF UNIT PRICES (OCT 1997) - ALTERNATE I

	(OCT 1997)
52.215-21	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA--MODIFICATIONS (OCT 1997)
52.216-22	INDEFINITE QUANTITY (OCT 1995) Para (d), Date is '120 days after contract expiration date'
52.219-06	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (JUL 1996)
52.219-08	UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 2000)
52.219-14	LIMITATIONS ON SUBCONTRACTING (DEC 1996)
52.222-3	CONVICT LABOR (AUG 1996)
52.222-19	CHILD LABOR--COOPERATION WITH AUTHORITIES AND REMEDIES (DEC 2001)
52.222-20	WALSH-HEALEY PUBLIC CONTRACTS ACT (DEC 1996)
52.222-21	PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)
52.222-26	EQUAL OPPORTUNITY (APR 2002)
52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (DEC 2001)
52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998)
52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (DEC 2001)
52.222-38	COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS (DEC 2001)
52.223-06	DRUG-FREE WORKPLACE (MAY 2001)
52.223-14	TOXIC CHEMICAL RELEASE REPORTING (OCT 2000)
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUL 2000)
52.227-01	AUTHORIZATION AND CONSENT (JUL 1995)
52.227-02	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (AUG 1996)
52.227-03	PATENT INDEMNITY (APR 1984)
52.227-11	PATENT RIGHTS -- RETENTION BY THE CONTRACTOR (SHORT FORM) (JUN 1997) Para (l), Communications: 'Office of Patent Counsel, SPAWARSCEN San Diego, Code 20012, 53510 Silver Gate Ave., San Diego, CA 92152-5765'
52.229-03	FEDERAL, STATE, AND LOCAL TAXES (JAN 1991)
52.229-05	TAXES -- CONTRACTS PERFORMED IN U.S. POSSESSIONS OR PUERTO RICO (APR 1984)
52.230-02	COST ACCOUNTING STANDARDS (APR 1998)
52.232-01	PAYMENTS (APR 1984)
52.232-08	DISCOUNTS FOR PROMPT PAYMENT (FEB 2002)
52.232-11	EXTRAS (APR 1984)
52.232-23	ASSIGNMENT OF CLAIMS (JAN 1986)
52.232-25	PROMPT PAYMENT (FEB 2002)
52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION (MAY 1999)
52.233-01	DISPUTES (DEC 1998)
52.233-03	PROTEST AFTER AWARD (AUG 1996)
52.242-13	BANKRUPTCY (JUL 1995)
52.243-01	CHANGES -- FIXED-PRICE (AUG 1987)
52.243-07	NOTIFICATION OF CHANGES (APR 1984) Para (b), Number of calendar days is '30 days' Para (d), Number of calendar days is '30 days'
52.244-06	SUBCONTRACTS FOR COMMERCIAL ITEMS (DEC 2001)
52.245-04	GOVERNMENT-FURNISHED PROPERTY (SHORT FORM) (APR 1984)
52.245-2	GOVERNMENT PROPERTY (FIXED-PRICE CONTRACTS) (DEC 1989)
52.245-19	GOVERNMENT PROPERTY FURNISHED "AS IS" (APR 1984)
52.246-23	LIMITATION OF LIABILITY (FEB 1997)

52.246-25	LIMITATION OF LIABILITY -- SERVICES (FEB 1997)
52.248-1	VALUE ENGINEERING (FEB 2000)
52.249-02	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (SEP 1996)
52.249-08	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (APR 1984)
52.251-1	GOVERNMENT SUPPLY SOURCES (APR 1984)
52.253-01	COMPUTER GENERATED FORMS (JAN 1991)

B. DEFENSE FEDERAL ACQUISITION REGULATION SUPPLEMENT CONTRACT CLAUSES

252.201-7000	CONTRACTING OFFICER'S REPRESENTATIVE (DEC 1991)
252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE- CONTRACT-RELATED FELONIES (MAR 1999)
252.203-7002	DISPLAY OF DOD HOTLINE POSTER (DEC 1991)
252.204-7000	DISCLOSURE OF INFORMATION (DEC 1991)
252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT (APR 1992)
252.204-7004	REQUIRED CENTRAL CONTRACTOR REGISTRATION (NOV 2001)
252.205-7000	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS (DEC 1991)
252.209-7000	ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY (NOV 1995)
252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY (MAR 1998)
252.211-7005	SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS (OCT 2001)
252.225-7001	BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM (MAR 1998)
252.225-7002	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS (DEC 1991)
252.225-7009	DUTY-FREE ENTRY--QUALIFYING COUNTRY SUPPLIES (END PRODUCTS AND COMPONENTS) (AUG 2000)
252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES (APR 2002)
252.225-7026	REPORTING OF CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES (JUN 2000)
252.225-7031	SECONDARY ARAB BOYCOTT OF ISRAEL (JUN 1992)
252.226-7001	UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES-DOD CONTRACTS (SEP 2001)
252.227-7013	RIGHTS IN TECHNICAL DATA--NONCOMMERCIAL ITEMS (NOV 1995)
252.227-7016	RIGHTS IN BID OR PROPOSAL INFORMATION (JUN 1995)
252.227-7025	LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT-FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS (JUN 1995)
252.227-7027	DEFERRED ORDERING OF TECHNICAL DATA OR COMPUTER SOFTWARE (APR 1988)
252.227-7030	TECHNICAL DATA--WITHHOLDING OF PAYMENT (MAR 2000)
252.227-7034	PATENTS--SUBCONTRACTS (APR 1984)
252.227-7036	DECLARATION OF TECHNICAL DATA CONFORMITY (JAN 1997)
252.227-7037	VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA (SEP 1999)
252.227-7039	PATENTS--REPORTING OF SUBJECT INVENTIONS (APR 1990)
252.232-7004	DoD PROGRESS PAYMENT RATES (OCT 2001)
252.237-7006	SUBCONTRACTING (1991)
252.242-7000	POSTAWARD CONFERENCE (DEC 1991)
252.243-7001	PRICING OF CONTRACT MODIFICATIONS (DEC 1991)
252.243-7002	REQUESTS FOR EQUITABLE ADJUSTMENT (MAR 1998)

252.244-7000	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DOD CONTRACTS) (MAR 2000)
252.245-7001	REPORTS OF GOVERNMENT PROPERTY (MAY 1994)
252.247-7023	TRANSPORTATION OF SUPPLIES BY SEA (MAR 2000)
252.247-7024	NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA (MAR 2000)

A. FEDERAL ACQUISITION REGULATION CONTRACT CLAUSES IN FULL TEXT

52.216-18 ORDERING (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from ___2003___ through ___2008___.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

52.252-06 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any Defense Federal Acquisition Regulation Supplement (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

B. OTHER CONTRACT CLAUSES IN FULL TEXT

252.251-7000 ORDERING FROM GOVERNMENT SUPPLY SOURCES (OCT 2002)

(a) When placing orders under Federal Supply Schedules, Personal Property Rehabilitation Price Schedules, or Enterprise Software Agreements, the Contractor shall follow the terms of the applicable schedule or agreement and authorization. Include in each order:

(1) A copy of the authorization (unless a copy was previously furnished to the Federal Supply Schedule, Personal Property Rehabilitation Price Schedule, or Enterprise Software Agreement contractor).

(2) The following statement:

Any price reductions negotiated as part of an Enterprise Software Agreement issued under a Federal Supply Schedule contract shall control. In the event of any other inconsistencies between an Enterprise Software Agreement, established as a Federal Supply Schedule blanket purchase agreement, and the Federal Supply Schedule contract, the latter shall govern.

(3) The completed address(es) to which the Contractor's mail, freight, and billing documents are to be directed.

(b) When placing orders under nonmandatory schedule contracts and requirements contracts, issued by the General Services Administration (GSA) Office of Information Resources Management, for automated data processing equipment, software and maintenance, communications equipment and supplies, and

teleprocessing services, the Contractor shall follow the terms of the applicable contract and the procedures in paragraph (a) of this clause.

(c) When placing orders for Government stock, the Contractor shall--

(1) Comply with the requirements of the Contracting Officer's authorization, using FEDSTRIP or MILSTRIP procedures, as appropriate;

(2) Use only the GSA Form 1948-A, Retail Services Shopping Plate, when ordering from GSA Self-Service Stores;

(3) Order only those items required in the performance of Government contracts; and

(4) Pay invoices from Government supply sources promptly. For purchases made from DoD supply sources, this means within 30 days of the date of a proper invoice (see also Defense Federal Acquisition Regulation Supplement (DFARS 251.105). For purposes of computing interest for late Contractor payments, the Government's invoice is deemed to be a demand for payment in accordance with the Interest clause of this contract. The Contractor's failure to pay may also result in the DoD supply source refusing to honor the requisition (see DFARS 251.102(f)) or in the Contracting Officer terminating the Contractor's authorization to use DoD supply sources. In the event the Contracting Officer decides to terminate the authorization due to the Contractor's failure to pay in a timely manner, the Contracting Officer shall provide the Contractor with prompt written notice of the intent to terminate the authorization and the basis for such action. The Contractor shall have 10 days after receipt of the Government's notice in which to provide additional information as to why the authorization should not be terminated. The termination shall not provide the Contractor with an excusable delay for failure to perform or complete the contract in accordance with the terms of the contract, and the Contractor shall be solely responsible for any increased costs.

(d) Only the Contractor may request authorization for subcontractor use of Government supply sources. The Contracting Officer will not grant authorizations for subcontractor use without approval of the Contractor.

(e) Government invoices shall be submitted to the Contractor's billing address, and Contractor payments shall be sent to the Government remittance address specified below:

Contractor's Billing Address (include point of contact and telephone number):

To be determined after award

Government Remittance Address:

SPAWAR SYSTEMS CENTER, SAN DIEGO
53560 HULL ST., BLDG A33, RM 1607W
SAN DIEGO CA 92152-5002
ATTN: TIFFANY TOWNSEND, CODE 2211
619-553-5472

PART III
SECTION J
DESCRIPTION/SPECS/WORK STATEMENT

<u>DOCUMENT</u>	<u>PGS</u>	<u>DATE</u>	<u>TITLE</u>
EXHIBIT A	9	03/20/03	CONTRACT DATA REQUIREMENTS LIST, DD FORM 1423
ATTACHMENT 1	3	03/20/03	STATEMENT OF WORK
ATTACHMENT 2	1	04/24/03	ACCEPTABILITY OF OFFER SCORE SHEET
ATTACHMENT 3	2	04/24/03	ORAL PRESENTATION GUIDELINES
ATTACHMENT 4	4	04/24/03	PAST PERFORMANCE QUESTIONNAIRE
ATTACHMENT 5	8	04/24/03	PAST PERFORMANCE GUIDANCE AND SCORING SHEET
ATTACHMENT 6	1	04/24/03	REFERENCE INFORMATION SHEET
ATTACHMENT 7	4	04/24/03	ORAL PRESENTATION SCORING SHEETS
ATTACHMENT 8	44	03/28/03	FABRICATION SPECIFICATIONS
ATTACHMENT 9	37	04/15/03	MK 33 ACCESSORY SET DRAWING PACKAGE
ATTACHMENT 10	55	04/15/03	MK 87 and MK 88 DRAWING PACKAGE
ATTACHMENT 11	11	03/14/03	SHIPPING CONTAINERS DRAWING PACKAGE
ATTACHMENT 12	30	03/18/03	TREE DIAGRAM and PHOTO PACKAGE
ATTACHMENT 13	10	04/24/03	PARTS LIST CERTIFICATION
ATTACHMENT 14	5	04/24/03	PRICING SHEET

**PART IV
SECTION K
REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF
OFFERORS**

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://farsite.hill.af.mil/>
<http://www.arnet.gov/far/>

I. NOTICE: The following solicitation provisions pertinent to this section are hereby incorporated by reference:

52.252-1 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

**DEFENSE FEDERAL ACQUISITION REGULATION SUPPLEMENT SOLICITATION
PROVISIONS**

**252.209-7001 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A
TERRORIST COUNTRY (MAR 1998)**

II. NOTICE: The following solicitation provisions pertinent to this section are hereby incorporated in full text:

A. FEDERAL ACQUISITION REGULATION SOLICITATION PROVISIONS IN FULL TEXT

FAR 52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

(a) The offeror certifies that--

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory--

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above _____ *(insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization):*

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

**52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (DEVIATION)
(APR 1991)**

(Applicable only to this instant procurement, not to 'any' contract, and only if proposal or resultant contract is in excess of \$100,000).

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989--

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by

this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

52.204-03 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

Common parent, as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

Taxpayer Identification Number (TIN), as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

☐ TIN:-----

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other-----

(f) Common parent.

☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

☐ Name and TIN of common parent:

Name-----

TIN-----

FAR 52.207-4 ECONOMIC PURCHASE QUANTITY--SUPPLIES (AUG 1987)

(a) Offerors are invited to state an opinion on whether the quantity(ies) of supplies on which bids, proposals or quotes are requested in this solicitation is (are) economically advantageous to the Government.

(b) Each offeror who believes that acquisitions in different quantities would be more advantageous is invited to recommend an economic purchase quantity. If different quantities are recommended, a total and a unit price must be quoted for applicable items. An economic purchase quantity is that quantity at which a significant price break occurs. If there are significant price breaks at different quantity points, this information is desired as well.

OFFEROR RECOMMENDATIONS

Item	Quantity	Unit Price	Extended price

(c) The information requested in this provision is being solicited to avoid acquisitions in disadvantageous quantities and to assist the Government in developing a database for future acquisitions of these items. However, the Government reserves the right to amend or cancel the solicitation and resolicit with respect to any individual item in the event quotations received and the Government's requirements indicate that different quantities should be acquired.

52.209-05 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (DEC 2001)

(a)

(1) The Offeror certifies, to the best of its knowledge and belief, that --

(i) The Offeror and/or any of its Principals --

(A) Are ☐ are not ☐ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ☐ have not ☐, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are ☐ are not ☐ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) The offeror has ☐ has not ☐ within a three-year period preceding this officer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsive.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

52.215-06 PLACE OF PERFORMANCE (OCT 1997)

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, ☐ intends, ☐ does not intend [check applicable block] to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

Place of performance
(street address, city,
state, county, zip code)

Name and Address of Owner
and Operator of the Plant
or Facility if Other Than
Offeror or Respondent

52.219-01 SMALL BUSINESS PROGRAM REPRESENTATIONS (APR 2002) - ALTERNATE I (APR 2002)

(a)

(1) The North American Industry Classification System (NAICS) code for this acquisition is 326199.

(2) The small business size standard is 500 employees.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations.

(1) The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it ☐ is, ☐ is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it ☐ is, ☐ is not a women-owned small business concern.

(4) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it ☐ is, ☐ is not a veteran-owned small business concern.

(5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it ☐ is, ☐ is not a service-disabled veteran-owned small business concern.

(6) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, as part of its offer, that--

(i) It ☐ is, ☐ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It [] is, [] is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate of the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: .] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(c) Definitions. As used in this provision--

"Service-disabled veteran-owned small business concern"-

(1) Means a small business concern-

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern," means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

"Veteran-owned small business concern" means a small business concern-

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," means a small business concern --

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of

the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall --

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment;

and

(iii) Be ineligible for participation in programs conducted under the authority of

the Act.

Alternate I (Apr 2002). As prescribed in 19.307(a)(2), add the following paragraph (b)(7) to the basic provision:

(7) [Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.] The offeror shall check the category in which its ownership falls:

___ Black American.

___ Hispanic American.

___ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

___ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

___ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

___ Individual/concern, other than one of the preceding.

52.222-18 CERTIFICATION REGARDING KNOWLEDGE OF CHILD LABOR FOR LISTED END PRODUCTS (FEB 2001)

(a) *Definition.*

Forced or indentured child labor means all work or service--

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

(b) *Listed end products.* The following end product(s) being acquired under this solicitation is (are) included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, identified by their country of origin. There is a reasonable basis to believe that listed end products from the listed countries of origin may have been mined, produced, or manufactured by forced or indentured child labor.

Listed End Product

Listed Countries of Origin

(c) *Certification.* The Government will not make award to an offeror unless the offeror, by checking the appropriate block, certifies to either paragraph (c)(1) or paragraph (c)(2) of this provision.

☐ (1) The offeror will not supply any end product listed in paragraph (b) of this provision that was mined, produced, or manufactured in a corresponding country as listed for that end product.

☐ (2) The offeror may supply an end product listed in paragraph (b) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture such end product. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that--

(a) It [] has, [] has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) It [] has, [] has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The offeror represents that

(a) It [] has developed and has on file, [] has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or

(b) It [] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (OCT 2000)

(a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.-

(b) By signing this offer, the offeror certifies that---

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or--

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: (Check each block that is applicable.)-

_____ (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);-

_____ (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);-

_____ (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

_____ (iv) The facility does not fall within Standard Industrial Classification Code (SIC) major groups 20 through 39 or their corresponding North American Industry Classification System (NAICS) sectors 31 through 33; or

_____ (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

**52.225-01 BUY AMERICAN ACT--BALANCE OF PAYMENTS PROGRAM--SUPPLIES
(FEB 2002)**

(a) Definitions. As used in this clause--

Component means an article, material, or supply incorporated directly into an end product.

Cost of components means--

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.

Domestic end product means--

(1) An unmanufactured end product mined or produced in the United States; or

(2) An end product manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components.

Components of foreign origin of the same class or kind as those that the agency determines are not mined, produced, or manufactured in sufficient and reasonably available commercial quantities of a satisfactory quality are treated as domestic. Scrap generated, collected, and prepared for processing in the United States is considered domestic.

End product means those articles, materials, and supplies to be acquired under the contract for public use.

Foreign end product means an end product other than a domestic end product.

United States means the 50 States and the District of Columbia, U.S. territories and possessions, Puerto Rico, the Northern Mariana Islands, and any other place subject to U.S. jurisdiction, but does not include leases bases.

(b) The Buy American Act (41 U.S.C. 10a-10d) provides a preference for domestic end products for supplies acquired for use in the United States. The Balance of Payments Program provides a preference for domestic end products for supplies acquired for use outside the United States.

(c) Offerors may obtain from the Contracting Officer a list of foreign articles that the Contracting Officer will treat as domestic for this contract.

(d) The Contractor shall deliver only domestic end products except to the extent that it specified delivery of foreign end products in the provision of the solicitation entitled "Buy American Act--Balance of Payments Program Certificate."

52.227-06 ROYALTY INFORMATION (APR 1984)

(a) Cost or charges for royalties. When the response to this solicitation contains costs or charges for royalties totaling more than \$250, the following information shall be included in the response relating to each separate item of royalty or license fee:

- (1) Name and address of licensor.
- (2) Date of license agreement.
- (3) Patent numbers, patent application serial numbers, or other basis on which the royalty is payable.
- (4) Brief description, including any part or model numbers of each contract item or component on which the royalty is payable.
- (5) Percentage or dollar rate of royalty per unit.
- (6) Unit price of contract item.
- (7) Number of units.
- (8) Total dollar amount of royalties.

(b) Copies of current licenses. In addition, if specifically requested by the Contracting Officer before execution of the contract, the offeror shall furnish a copy of the current license agreement and an identification of applicable claims of specific patents.

52.227-07 PATENTS -- NOTICE OF GOVERNMENT LICENSEE (APR 1984)

The Government is obligated to pay a royalty applicable to the proposed acquisition because of a license agreement between the Government and the patent owner. The patent number is _____ [Contracting Officer fill in], and the royalty rate is _____ [Contracting Officer fill in]. If the offeror is the owner of, or a licensee under, the patent, indicate below:

- ☐ Owner
☐ Licensee

If an offeror does not indicate that it is the owner or a licensee of the patent, its offer will be evaluated by adding thereto an amount equal to the royalty.

B. DEFENSE FAR SUPP SOLICITATION PROVISIONS IN FULL TEXT

252.225-7000 BUY AMERICAN ACT--BALANCE OF PAYMENTS PROGRAM CERTIFICATE (SEP 1999)

(a) *Definitions.* "Domestic end product," "qualifying country," "qualifying country end product," and "nonqualifying country end product" have the meanings given in the Buy American Act and Balance of Payments Program clause of this solicitation.

(b) *Evaluation.* Offers will be evaluated by giving preference to domestic end products and qualifying country end products over nonqualifying country end products.

(c) *Certifications.*

(1) The Offeror certifies that--

- (i) Each end product, except those listed in paragraphs (c)(2) or (3) of this provision, is a domestic end product; and
- (ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The Offeror certifies that the following end products are qualifying country end products:

Qualifying Country End Products

Line Item Number

Country of Origin

(List only qualifying country end products.)

(3) The Offeror certifies that the following end products are nonqualifying country end products:

Nonqualifying Country End Products

Line Item Number

Country of Origin

252.225-7035 BUY AMERICAN ACT--NORTH AMERICAN FREE TRADE AGREEMENT IMPLEMENTATION ACT--BALANCE OF PAYMENTS PROGRAM CERTIFICATE (MAR 1998)

(a) *Definitions.* "Domestic end product," "foreign end product," "NAFTA country end product," and "qualifying country end product" have the meanings given in the Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program clause of this solicitation.

(b) *Evaluation.* Offers will be evaluated in accordance with the policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement. For line items subject to the North American Free Trade Agreement Implementation Act, offers of qualifying country end products or NAFTA country end products will be evaluated without regard to the restrictions of the Buy American Act or the Balance of Payments Program.

(c) *Certifications.*

(1) The offeror certifies that--

- (i) Each end product, except the end products listed in paragraph (c)(2) of this provision, is a domestic end product; and
- (ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The Offeror must identify all end products that are not domestic end products.

(i) The Offeror certifies that the following supplies are qualifying country (except Canada) end products:

(insert line item number)

(insert country of origin)

(ii) The Offeror certifies that the following supplies qualify as NAFTA country end products:

(insert line item number)

(insert country of origin)

(iii) The following supplies are other foreign end products:

(insert line item number)

(insert country of origin)

252.227-7017 IDENTIFICATION AND ASSERTION OF USE, RELEASE OR DISCLOSURE RESTRICTIONS (JUN 1995)

(a) The terms used in this provision are defined in following clause or clauses contained in this solicitation-

(1) If the successful offeror will be required to deliver technical data, the Rights in Technical Data--Noncommercial Items clause, or, if this solicitation contemplates a contract under the Small Business Innovative Research Program, the Rights in Noncommercial Technical Data and Computer Software--Small Business Innovative Research (SBIR) Program clause.

(2) If the successful offeror will not be required to deliver technical data, the Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation clause, or, if this solicitation contemplates a contract under the Small Business Innovative Research Program, the Rights in Noncommercial Technical Data and Computer Software--Small Business Innovative Research (SBIR) Program clause.

(b) The identification and assertion requirements in this provision apply only to technical data, including computer software documentation, or computer software to be delivered with other than unlimited rights. For contracts to be awarded under the Small Business Innovative Research Program, the notification and identification requirements do not apply to technical data or computer software that will be generated under the resulting contract. Notification and identification is not required for restrictions based solely on copyright.

(c) Offers submitted in response to this solicitation shall identify, to the extent known at the time an offer is submitted to the Government, the technical data or computer software that the Offeror, its subcontractors or suppliers, or potential subcontractors or suppliers, assert should be furnished to the Government with restrictions on use, release or disclosure.

(d) The Offeror's assertions, including the assertions of its subcontractors or suppliers or potential subcontractors or suppliers, shall be submitted as an attachment to its offer in the following format, dated and signed by an official authorized to contractually obligate the Offeror:

Identification and Assertion of Restrictions on the Government's Use, Release, or Disclosure of Technical Data or Computer Software.

The Offeror asserts for itself, or the persons identified below, that the Government's rights to use, release, or disclose the following technical data or computer software should be restricted:

Technical Data or Computer Software to be Furnished With Restrictions*	Basis of Assertion**	Asserted Rights Category***	Name of Person Asserting Restrictions****
(LIST)*****	(LIST)	(LIST)	(LIST)

* For technical data (other than computer software documentation) pertaining to items, components or processes developed at private expense, identify both the deliverable technical data and each item, component or process. For computer software or computer software documentation identify the software or documentation.

** Generally development at private expense, either exclusively or partially, is the only basis for asserting restrictions. For technical data, other than computer software documentation, development refers to development of the item, component or process to which the data pertain. The Government's rights in computer software documentation generally may not be restricted. For computer software, development refers to the software. Indicate whether development was accomplished exclusively or partially at private expense. If development was not accomplished at private expense, or for computer software documentation, enter the specific basis for asserting restrictions.

*** Enter asserted rights category (e.g., government purpose license rights from a prior contract, rights in SBIR data generated under another contract, limited, restricted, or government purpose rights under this or a prior contract, or specifically negotiated licenses).

**** Corporation, individual, or other person, as appropriate.

***** Enter "None" when all data or software will be submitted without restrictions.

Date _____

Printed Name and Title _____

Signature _____

(e) An offeror's failure to submit complete, or sign the notification and identification required by paragraph (d) of this provision with its offer may render the offer ineligible for award.

(f) If the Offeror is awarded a contract, the assertions identified in paragraph (d) of this provision shall be listed in an attachment to that contract. Upon request, by the Contracting Officer, the Offeror shall provide sufficient information to enable the Contracting Officer to evaluate any listed assertion.

5252.245-9403 ACQUISITION OF GOVERNMENT PRODUCTION AND RESEARCH PROPERTY (MAR 1999)

In accordance with FAR 45.309(b), the offeror represents that this procurement ☐ does, ☐ does not involve the acquisition of Government production and research property, the disposition of which may be restricted by patent or other rights.

252.247-7022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA (AUG 1992)

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term "supplies" is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) Representation. The Offeror represents that it--

_____ Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

_____ Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

C. OTHER SOLICITATION PROVISIONS IN FULL TEXT

52.203-11 - CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (APR 1991)

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989 --

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of

Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

52.222-38 - Compliance With Veterans' Employment Reporting Requirements (Dec 2001)

By submission of its offer, the offeror represents that, if it is subject to the reporting requirements of 38 U.S.C. 4212(d) (*i.e.*, if it has any contract containing Federal Acquisition Regulation clause 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans), it has submitted the most recent VETS-100 Report required by that clause.

52.225-14 - Inconsistency Between English Version and Translation of Contract (Feb 2000)

In the event of inconsistency between any terms of this contract and any translation into another language, the English language meaning shall control.

52.227-15 - Representation of Limited Rights Data and Restricted Computer Software (May 1999)

(a) This solicitation sets forth the work to be performed if a contract award results, and the Government's known delivery requirements for data (as defined in FAR 27.401). Any resulting contract may also provide the Government the option to order additional data under the Additional Data Requirements clause at 52.227-16 of the FAR, if included in the contract. Any data delivered under the resulting contract will be subject to the Rights in Data -- General clause at 52.227-14 that is to be included in this contract. Under the latter clause, a Contractor may withhold from delivery data that qualify as limited rights data or restricted computer software, and deliver form, fit, and function data in lieu thereof. The latter clause also may be used with its Alternates II and/or III to obtain delivery of limited rights data or restricted computer software, marked with limited rights or restricted rights notices, as appropriate. In addition, use of Alternate V with this latter clause provides the Government the right to inspect such data at the Contractor's facility.

(b) As an aid in determining the Government's need to include Alternate II or Alternate III in the clause at 52.227-14, Rights in Data -- General, the offer shall complete paragraph (c) of this provision to either state that none of the data qualify as limited rights data or restricted computer software, or identify, to the extent feasible, which of the data qualifies as limited rights data or restricted computer software. Any identification of limited rights data or restricted computer software in the offeror's response is not determinative of the status of such data should a contract be awarded to the offeror.

(c) The offeror has reviewed the requirements for the delivery of data or software and states [*offeror check appropriate block*] --

* None of the data proposed for fulfilling such requirements qualifies as limited rights data or restricted computer software.

* Data proposed for fulfilling such requirements qualify as limited rights data or restricted computer software and are identified as follows:

Note: "Limited rights data" and "Restricted computer software" are defined in the contract clause entitled "Rights in Data -- General."

252.227-7028 TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO THE GOVERNMENT (JUN 1995)

The Offeror shall attach to its offer an identification of all documents or other media incorporating technical data or computer software it intends to deliver under this contract with other than unlimited rights that are identical or substantially similar to documents or other media that the Offeror has produced for, delivered to, or is obligated to deliver to the Government under any contract or subcontract. The attachment shall identify-

- (a) The contract number under which the data or software were produced;
- (b) The contract number under which, and the name and address of the organization to whom, the data or software were most recently delivered or will be delivered; and
- (c) Any limitations on the Government's rights to use or disclose the data or software, including, when applicable, identification of the earliest date the limitations expire.

K-307 CONTRACT ADMINISTRATION OFFICE (DEC 1999)

Offeror shall provide cognizant defense contract administration office _____ with point of contact's name _____ and phone number _____.

**PART IV
SECTION L
INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS**

I. NOTICE: The following solicitation provisions pertinent to this section are hereby incorporated by reference:

A. FEDERAL ACQUISITION REGULATION SOLICITATION PROVISIONS

52.204-06 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (JUN 1999)
52.215-01 INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (MAY 2001)
52.216-01 TYPE OF CONTRACT (APR 1984)
Type of contract is Firm Fixed Price
52.233-02 SERVICE OF PROTEST (AUG 1996)
Para (a) Official or location is
'James E. Smith, Jr., Code 2211
SPAWAR Systems Center
Bldg. A33, Room 1606E
53560 Hull St.
San Diego, CA 92152'

B. DEFENSE FEDERAL ACQUISITION REGULATION SUPPLEMENT SOLICITATION PROVISIONS

252.227-7028 TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO THE GOVERNMENT (JUN 1995)

C. FEDERAL ACQUISITION REGULATION SOLICITATION PROVISIONS IN FULL TEXT

52.252-01 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es): <http://farsite.hill.af.mil/>

52.252-05 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.

(b) The use in this solicitation of any Defense Federal Acquisition Regulation Supplement (48 CFR Chapter 2) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

D. OTHER SOLICITATION PROVISIONS IN FULL TEXT

5252.215-9201 CONFERENCE OF PROSPECTIVE OFFERORS (JAN 1989)

(a) A conference will be held with prospective offerors at 1000 (10:00 AM) Pacific Standard Time, on MAY 13, 2003, at Space and Naval Warfare Systems Center, San Diego (SSC-SD), Bayside, Bldg 194, Room 114 (Conference Room) for the purpose of clarifying any questions with regard to technical requirements which may come to your attention in the preparation of your response to this solicitation.

(b) Any remarks or explanation offered at the conference are not binding on any party present and shall be considered only as explanatory comments. In those areas where significant changes are involved, the solicitation will be amended and such amendment shall become part of any resultant agreement.

(c) Site visit is for Solicitation N66001-03-R-0005 –MK87 MOD 0 BOTTOM MARKER AND MK 88 MOD 0 VOLUME MARKER

(d) Questions pertaining to visit requests and directions to SPAWAR Bayside office, contact Point Loma Security Office at 619-553-3203 or visit SPAWAR SCSD website, <https://www.spawar.navy.mil/sandiego/visitor/html/req.html> no later than 24 hours prior to visit.

(e) The success of this type of conference depends largely on the lead-time available to the Command for research in connection with questions submitted by offerors. Therefore, you are requested to send written questions concerning any areas of uncertainty which, in your opinion, require clarification or correction, in sufficient time to be received on or before May 8, 2003 and be marked "Offerors Conference Questions, N66001-03-R-0005, Attn: Dean Dickau". E-Mail is the preferred method, send to dean.dickau@navy.mil. Questions transmitted by facsimile will be accepted at 619-553-4842. Questions may be mailed to Dean Dickau, Code 2211, SSC-SD, 53560 Hull St., San Diego, CA 92152. It is imperative that the questions be received by the date indicated so that the Command may have an opportunity to furnish the participants with a set of such questions, obtain answers and furnish such answers simultaneously to all participants. Attempting to answer questions submitted subsequent to the above date unduly prolongs the conference and may result in the conference being held over for a second day. Accordingly, such late questions may not be answered at the conference, although they will be considered in preparing any necessary amendment to this solicitation.

(g) You are requested to furnish the Government Negotiator, Dean Dickau Code 2211, SSC-SD, 53560 Hull St., San Diego, CA 92152, the name(s) of not more than TWO representatives who will attend this conference.

L-317 SUBMISSION OF PROPOSALS (COMPLEX) (JUL 1999)

(VARIATION)

If you want to compete for the contract described in Sections A through J of this Request for Proposals (RFP), you must (1) submit an offer, (2) submit specified pricing information, and (3) submit capability information. Proposals shall be prepared and submitted in three volumes, as follows, and in accordance with the requirements of solicitation provision L-349 "Submission of Electronic Proposals" Alternate I:

Volume I - Offer.

Volume II - Price/Cost Information.

Volume III - Capability Information.

Data previously submitted, if any, will not be used in the evaluation of your response to this RFP. Previously submitted data shall not, therefore, be included in your proposal "by reference." Proposals shall be prepared on standard 8 1/2" by 11" paper with 1" minimum margins. Volumes I, II and III have no page limitations. Fold-outs may be used (but shall be no larger than 17" by 11"), shall be printed on one side

only, and shall count as two pages. The font used shall be no smaller than Times New Roman, 10-pica font size.

1.0 VOLUME I - OFFER.

Page Limitation: none

Your offer must consist of the following:

- | | |
|-------------|--|
| Section (a) | Proposal Cover Letter |
| Section (b) | RFP Section B, "Supplies or Services and Prices/Costs". |
| Section (c) | Unconditional assent to RFP Terms and Conditions |
| Section (d) | RFP Section K, "Representations, Certifications and Other Statements of Offerors," completed by you. |

The Government will determine the acceptability of each offer, on a **pass or fail** basis, by evaluating the consistency of each offeror's promises with the terms and conditions of the RFP. An offer will be considered acceptable when it manifests the offeror's assent, without exception or imposition of condition, to the terms and conditions of the RFP, including attachments and documents incorporated by reference. An offeror's failure or refusal to assent to any of the terms and conditions of this RFP, imposition of additional conditions, or any material omission may make the offer unacceptable. The PCO and/or Contract Negotiator will be responsible for documenting the acceptability of each offer in accordance with Attachment 2, including any attachments and documents incorporated by reference. The offeror is instructed to fill in the signature block of Parts List Certification. (Attachment 13). Our acceptance of your offer will create a binding contract between us.

Your failure or refusal to assent to any of the terms and conditions of this RFP or your imposition of additional conditions or any material omission in your offer may constitute a deficiency which may make your offer unacceptable to us. The only way to correct a deficiency would be through discussions (see FAR 15.306(d)). However, we intend to award a contract without discussions as permitted by FAR 15.306(a) and 52.215-1. Therefore, please do not submit an offer that takes exception to any term or condition of this RFP or imposes any additional condition or omits any required information, without first consulting with the contracting officer. We reserve the right to conduct discussions and to permit offerors to revise their proposals if we think it is in our interests to do so.

2.0 VOLUME II - PRICE/COST INFORMATION.

Page Limitation: None

2.1 Summary, prices as proposed for the CLINs/SubCLINs are specified in Section B of this RFP. Insert Unit price and Extended Price for all SubCLINs. The Government will evaluate the proposed price of each offer for reasonableness in accordance with FAR Subpart 15.402.

2.2 The offeror is instructed to fill in the signature block of ten (10) Parts List Certifications. (Attachment 13)

2.3 In addition to instructions in L-349, submit an electronic copy of Section B of the cost proposal on a 3.5 inch, double-sided, high density, functional (i.e., with formulas - no read only) computer diskette in Microsoft Excel 5.0 (or later) compatible format. A hard copy directory of the Excel files shall be provided with a correlation to appropriate hard copy cost tables.) Send to: Space and Naval Warfare Systems Center, 53560 Hull Street, San Diego, CA, 92152-5001, Code 2211, Attn: Dean Dickau.

VOLUME III - CAPABILITY INFORMATION.

Page Limitation: None

3.1 Oral Presentations

The offeror shall submit an electronic copy of the oral presentation slides on a 3.5 inch, double-sided, high density computer diskette in Microsoft PowerPoint 2000 format on the RFP closing date. The oral presentation shall be based on the offeror's complete understanding of the requirements of the Statement of Work and the Fabrication Specifications, both overall and in technical detail. During the oral presentation, the offeror shall demonstrate his complete understanding of the requirements of the Statement of Work and Fabrication Specifications, both overall and in technical detail. Each offeror will have a maximum of sixty (60) minutes to present their capabilities as they relate to this procurement. The Government will then caucus for fifteen (15) minutes. The TEB will have a minimum of forty-five (45) minutes to conduct a question and answer period following the offeror's presentation. (90 POINTS)

Oral presentation will be evaluated on the basis of the following three (3) key factors.

- A. Manufacturing capabilities pertaining to SOW Parts 4.1, 4.2 and 4.3. The offeror will provide a description of facilities, capital equipment and human resources. For example, the offeror will demonstrate the use of capital and human resources and the likelihood of the proposed approach and resulting First Article and Production units meeting or exceeding the technical requirements as referenced in the Statement of Work (SOW) and Fabrication Specifications. (30 POINTS)
- B. Technical knowledge of specific processes pertaining to SOW Parts 4.1, 4.2 and 4.3. For example, what pro-active manufacturing methods produce a quality end-item using rotational molding and resin transfer process and how the offeror's proposed test program will demonstrate full compliance to the Government's proposed Fabrication Specifications. (30 POINTS)
- C. Scheduling and delivery of Contract Line Items. For example, how well the offeror's Program Schedule depicts a realistic, time phased basis for successful completion of efforts described in the Statement of Work (SOW) and Fabrication Specifications, and the extent to which the proposed processes, personnel, and tasks support meeting the objectives as contained in the Fabrication Specifications and the SOW, and mitigate programmatic and technical risks identified by the offeror. (30 POINTS)

Oral presentations will be conducted in accordance with guidelines (Attachment 3) and scored in accordance with scoring sheets (Attachment 7).

3.2 Past Performance

Past performance is a measure of the degree to which an offeror has satisfied customers in the past and complied with federal, state, and local laws and regulations. The Government's assessment of past performance will be subjective and based mainly on offeror reputations with customers and others. The Government will evaluate the responses from the Past performance Questionnaires (Attachment 4) and Reference Information Sheets (Attachment 6) provided by offerors and obtained from other sources against the following criteria: (10 POINTS)

- (a) Quality of Product or Service - Conformance to contract requirements, specifications and standards of good workmanship, accuracy of reports, appropriateness of personnel, and technical excellence. (2 POINTS)
- (b) Cost Control - Within budget, current accurate and complete billings, actual cost/rates reflect closely to negotiated cost/rates, cost efficiency measures, and adequate budgetary internal controls. (2 POINTS)

(c) Schedule - Timeliness of performance, met interim milestones, reliable, responsive to technical and contractual direction, completed on time, including wrap-up and contract administration, no liquidated damages assessed. (2 POINTS)

(d) Business Relationships - Effective management, businesslike correspondence, responsive to contract requirements, prompt notification of problems, reasonable/cooperative behavior, flexible, proactive, effective Contractor recommended solutions, customer satisfaction. (2 POINTS)

(e) Assigned Personnel - How long assigned personnel stayed on the contract, how well they managed their portion of the contract, the quality and relevancy of the products/services generated by assigned personnel. (2 POINTS)

3.3 In addition to the information requested above, offerors shall contact their past performance references and request that each reference complete Attachment 4 "Past Performance Questionnaire" and mail or e-mail the completed survey form, before the due date of this solicitation, directly to the Contract Negotiator:

Dean Dickau, Code 2211
SPAWARSYSCEN SAN DIEGO
53560 Hull Street
San Diego, CA 92152-5001
Fax: (619) 553-4842
E-mail address: dean.dickau@navy.mil

The Government will not consider questionnaires received after the due date of the solicitation. The Government reserves the right to contact references for verification or additional information.

3.4 The Government reserves the right to use past performance information obtained from sources other than those identified by the offeror. This past performance information will be used for the evaluation of past performance.

3.5 The Government does not assume the duty to search for data to cure the problems it finds in the information provided by the offeror. The burden of providing thorough and complete past performance information remains with the offeror.

3.6 The offeror shall furnish the information required in paragraph 3.2 (b) of this provision or submit a statement that past performance information for an individual contract resides in the Past Performance Information Retrieval System (PPIRS).

L-335 ESTIMATED EFFECTIVE AWARD DATE (DEC 1999)

For Bidding/Proposal purposes the estimated effective date of contract award is June, July or August 2003.

L-343 CONTRACTOR RESPONSIBILITY (MAY 1999)

To aid in the determination of contractor responsibility, the following information is required:

(a) Information regarding the general financial condition of your firm and specific plans for financing the proposed contract, including the latest available financial statements. If you are currently being audited, or have been audited by the Defense Contract Audit Agency (DCAA), provide the address, current telephone number, and current point of contact for the cognizant DCAA and the cognizant Defense Contract Management Area Office (DCMAO).

(b) A listing of previous and/or ongoing experience in related areas. Include the contracting activity, program or item produced, contract number, current point of contact, current telephone number, duration of contract, type of contract and total dollar amount of contract. Please ensure information provided is current and up-to-date. If this solicitation includes "Performance Risk Assessment" in provision M-312, and if the offeror believes that the information provided thereunder adequately addresses the requirements of this provision, please so state here. Repetition of the same information is not necessary.

(c) A summary of your:

- (1) accounting procedures and controls.
- (2) organization.
- (3) production control procedures.
- (4) property control system.
- (5) quality assurance programs.
- (6) equipment and facilities relative to this effort.

(d) If any subcontracting, provide the following information:

- (1) Methodology for the selection of proposed subcontractors, if any, and the benefit they would bring to the arrangement.
- (2) Analysis performed on the subcontractor's cost proposal to determine a fair and reasonable price.
- (3) Draft Small Business and Small Disadvantaged Business Subcontracting Plan.

(e) A list of credit references, including suppliers. Provide company name, point of contact, and telephone number.

(f) Any other additional information which will assist in a better or complete understanding of your firm and capabilities.

L-346 PRE-AWARD SURVEY (MAY 1999)

The Government may conduct a pre-award survey of the facilities of any offeror to determine whether or not such offeror is adequately qualified to perform the requirement of any resultant contract.

L-349 SUBMISSION OF ELECTRONIC PROPOSALS (MAR 2001)--ALERNATE I (MAR 2002)

(a) Offerors shall submit one original signed paper (hard-copy) version of their proposal. The electronic proposal submission described elsewhere in this provision must be identical to the signed paper proposal submission.

(b) Offerors shall also submit their proposals electronically to SPAWAR under the instructions contained in this provision. Offerors shall submit their signed proposals as either scanned ("TIFF") or "PDF" documents. Electronic copies shall be submitted via the SPAWAR E-Commerce Central (SPAWAR E-CC). Offerors submitting electronic proposals (e-Proposals) shall register in the SPAWAR E-CC and select their own password in order to submit a proposal. Offerors are required to read the "Submitting a Proposal?" web page found in the SPAWAR E-CC. For information about "e-Proposal" submission, please visit the SPAWAR E-CC. The URL for the SPAWAR E-Commerce Central is <https://e-commerce.spawar.navy.mil>.

(c) Each electronic file shall also be clearly marked to show the proposal volume number, solicitation number and offeror's name. E-Proposal files shall not contain classified data. The offeror's e-proposal shall be in accordance with the requirements set forth below:

- (1) Adobe Acrobat version 4.01 or greater shall be used to create the "PDF" files.

- (2) The proposal submission files may be compressed (zipped) into one, self-extracting file entitled "PROPOSAL.EXE" using WinZip version 6.3 or greater.
- (3) Cost or Pricing Type Data: All information relating to cost and pricing type data shall be included only in the section of the proposal designated by the Contracting Officer as the Cost Proposal. Under no circumstances shall cost and pricing type data be included elsewhere in the proposal. Paragraph cross-referencing between Cost Proposal paragraphs and technical/management proposal paragraphs is requested to provide clarity.
- (d) The electronic submission governs for the purpose of the submission, modification and withdrawal of bids and proposals coverage in the FAR 52.212-1 "Instructions to Offerors--Commercial Items", FAR 52.214-7 "Late Submissions, Modifications, and Withdrawals of Bids", FAR 52.214-23 "Late Submissions, Modifications, Revisions, and Withdrawals of Technical Proposals under Two-Step Sealed Bidding", or the FAR 52.215-1 "Instructions to Offerors--Competitive Acquisition" provision contained in the solicitation. Bids and proposals submitted electronically will be considered "late" unless the bidder or offeror completes the entire transmission of the bid or proposal prior to the due date and time for receipt of bids or proposals.
- (e) The offeror is to identify its cognizant Defense Contract Audit Agency (DCAA) and Defense Contract Management Command (DCMC) Offices providing the following for each cognizant office:
- (1) Point of Contact Name,
 - (2) Address,
 - (3) Telephone Number

PART IV SECTION M EVALUATION FACTORS FOR AWARD

52.252-01 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es): <http://farsite.hill.af.mil/>

M-302 EVALUATION OF OFFERS (SINGLE AWARD FOR ALL ITEMS) (DEC 1999)

An offeror must quote on all items in this solicitation to be eligible for award. The Government intends to make a single award to the acceptable offeror whose total offer on all items is the most advantageous to the Government considering price and other factors, if any, specified in the schedule.

M-307 EVALUATION CRITERIA AND BASIS FOR AWARD (BEST VALUE) (OCT 1999) (VARIATION)

1.0 INTRODUCTION

The objective of source selection is to select the proposal that represent the best value to the Government. FAR 2.101 defines "best value" as the expected outcome of an acquisition that, in the Government's estimation, provides the greatest overall benefit in response to the requirement. In this acquisition, the Government will obtain best value by using the Tradeoff Process source selection approach defined at FAR 15.101-1; i.e., an approach which permits tradeoffs among price and non-price factors and allows the Government to accept other than the lowest priced proposal.

Consistent with FAR 15.303(a), the Procurement Contracting Officer (PCO) is designated as the Source Selection Authority (SSA) for this acquisition. The SSA's decision will be based on a comparative assessment of proposals against all source selection criteria in the RFP. Although the SSA will consider the results of the Technical Evaluation Board (TEB) and their summary report, the source selection decision will represent the SSA's independent judgement. The source selection decision will be documented, and the documentation will include the rationale for any business judgments and tradeoffs made or relied on by the SSA, including benefits associated with additional costs. Although the rationale for the selection decision must be documented, that documentation need not quantify the tradeoffs that led to the decision.

2.0 EVALUATION PROCEDURES

Proposals will be evaluated using a five-step methodology. Step One is the evaluation of compliance with instructions and acceptability of each offer; Step Two is to conduct oral presentations presented by the offerors; Step Three is the evaluation of past performance; Step Four is the evaluation of the proposed price and price reasonableness; Step Five is a price/technical trade-off analysis and a best value source selection decision will be made.

Oral presentations are significantly more important than past performance.

All evaluation factors other than price, when combined, are significantly more important than price. While price is not a numerically weighted factor, it is an important factor and should be considered when preparing responsive proposals. The importance of price as an evaluation factor will increase with the degree of equality of the proposals in relation to the remaining evaluation factors. When the offerors are considered essentially equal in terms of technical capability, or when price is so significantly high as to diminish the value of the technical superiority to the Government, price may become the determining factor for award. In summary, price/technical trade-offs will be made, and the extent to which one may be sacrificed for the other is governed only by the tests of rationality and consistency with the established evaluation factors.

Each proposal will be evaluated against the following criteria:

2.1 STEP ONE – Merits of the Offer

The Government will determine the merits of each offer on the basis of its acceptability.

2.1.1 Acceptability

The Government will determine the acceptability of each offer, on a pass or fail basis, by evaluating the consistency of each offeror's promises with the terms and conditions of the RFP. An offer will be considered acceptable when it manifests the offeror's assent, without exception or imposition of condition, to the terms and conditions of the RFP, including attachments and documents incorporated by reference. An offeror's failure or refusal to assent to any of the terms and conditions of this RFP, imposition of additional conditions, or any material omission may make the offer unacceptable. The PCO and/or Contract Negotiator will be responsible for documenting the acceptability of each offer in accordance with Attachment 2.

2.1.2 Parts List Certification

The offeror is instructed to fill in the signature block of Parts List Certification. (Attachment 13)

2.2 STEP TWO – Oral Presentations

The offeror shall submit a copy of the oral presentation in Microsoft PowerPoint 2000 format on the RFP closing date. The oral presentation shall be based on the offeror's complete understanding of the requirements of the Statement of Work and the Fabrication Specifications, both overall and in technical detail. During the oral presentation, the offeror shall demonstrate his complete understanding of the requirements of the Statement of Work and Fabrication Specifications, both overall and in technical detail. Each offeror will have a maximum of sixty (60) minutes to present their capabilities as they relate to this procurement. The Government will then caucus for fifteen (15) minutes. The TEB will have a minimum of forty-five (45) minutes to conduct a question and answer period following the offeror's presentation. (90 POINTS)

Oral presentation will be evaluated on the basis of the following key factors.

- A. Manufacturing capabilities pertaining to SOW Parts 4.1, 4.2 and 4.3. The offeror will provide a description of facilities, capital equipment and human resources. For example, the offeror will demonstrate the use of capital and human resources and the likelihood of the proposed approach and resulting First Article and Production units meeting or exceeding the technical requirements as referenced in the Statement of Work (SOW) and Fabrication Specifications. (30 POINTS)
- B. Technical knowledge of specific processes pertaining to SOW Parts 4.1, 4.2 and 4.3. For example, what pro-active manufacturing methods produce a quality end-item using rotational molding and

resin transfer process and how the offeror's proposed test program will demonstrate full compliance to the Government's proposed Fabrication Specifications.
(30 POINTS)

- C. Scheduling and delivery of Contract Line Items. For example, how well the offeror's Program Schedule depicts a realistic, time phased basis for successful completion of efforts described in the SOW, and the extent to which the proposed processes, personnel, and tasks support meeting the objectives as contained in the Fabrication Specifications and the SOW, and mitigate programmatic and technical risks identified by the offeror.
(30 POINTS)

Oral presentations will be conducted in accordance with guidelines (Attachment 3) and scored in accordance with scoring sheets (Attachment 7).

2.3 STEP THREE – Past Performance

Past performance is a measure of the degree to which an offeror has satisfied customers in the past and complied with federal, state, and local laws and regulations. The Government's assessment of past performance will be subjective and based mainly on offeror reputations with customers and others. The Government will evaluate the responses from the Past performance Questionnaires (Attachment 4) and Reference Information Sheets (Attachment 6) provided by offerors and obtained from other sources against the following criteria: (10 POINTS)

(a) Quality of Product or Service - Conformance to contract requirements, specifications and standards of good workmanship, accuracy of reports, appropriateness of personnel, and technical excellence.
(2 POINTS)

(b) Cost Control - Within budget, current accurate and complete billings, actual cost/rates reflect closely to negotiated cost/rates, cost efficiency measures, and adequate budgetary internal controls. (2 POINTS)

(c) Schedule - Timeliness of performance, met interim milestones, reliable, responsive to technical and contractual direction, completed on time, including wrap-up and contract administration, no liquidated damages assessed.
(2 POINTS)

(d) Business Relationships - Effective management, businesslike correspondence, responsive to contract requirements, prompt notification of problems, reasonable/cooperative behavior, flexible, proactive, effective Contractor recommended solutions, customer satisfaction. (2 POINTS)

(e) Assigned Personnel - How long assigned personnel stayed on the contract, how well they managed their portion of the contract, the quality and relevancy of the products/services generated by assigned personnel.
(2 POINTS)

Past Performance will be evaluated in accordance with Past Performance Guidelines and Scoring Sheets (Attachment 5)

3.0 STEP FOUR – Price

The Government will evaluate the proposed price of each offer for reasonableness in accordance with FAR Subpart 15.402. Although the PCO is ultimately responsible for a determination of reasonableness, input from the TEB will be solicited. Comments from the TEB relative to the reasonableness of proposed price will be consolidated and provided to the Contract Negotiator by the TEB chair. Comments will include the

board's opinion on the degree to which the contractor's proposed price, as represented in their proposals, indicate a good understanding of the SOW requirements, and are realistic in relation to the required tasks.

4.0 STEP FIVE - Trade-off Process/Source Selection Decision

The contract resulting from this RFP will be awarded to that responsible offeror whose offer, conforming to the RFP, is determined to provide the best value to the Government, which may not necessarily be the proposal offering the lowest cost, nor receiving the highest technical score. Contract award will be based on the combined evaluations of oral presentations, past performance and price. Non-price factors are significantly more important than price; however, the importance of price as an evaluation factor will increase with the degree of equality of the proposals in relation to the remaining evaluation factors. When offerors are considered essentially equal in terms of the technical capability factors, or when price is so significantly high as to diminish the value of the technical superiority to the Government, price may become the determining factor for award. The trade-off process is described below:

a. If one offeror is better in terms of the non-price factors (has the highest technical score) and has the lowest price, that offeror will be considered to be the best value.

b. If one offeror has the highest technical score, but does not have the lowest price, the Government will evaluate whether the differences in technical scores are worth the differences in price. If the differences in the non-price factors are considered to be worth the differences in price, the offeror with the higher price will be considered the better value. If not, the offeror with the lower price will be considered the better value.

The negotiator will document the results of the trade-off analysis in a memorandum and make a final source selection recommendation to the SSA.

M-312 EVALUATION OF PERFORMANCE RISK (JAN 1999)

(a) During the source selection process, the government will assess the relative risks associated with each offeror and proposal. It is important to note the distinction between proposal risk and performance risk.

(1) Proposal risks are those associated with an offeror's proposed approach in meeting the government's requirements. Proposal risk is assessed by the proposal evaluators and is integrated into the rating of each specific evaluation subfactor under the technical capabilities and cost factors.

(2) Performance risks are those associated with an offeror's likelihood of success in performing the solicitation's requirements as indicated by that offeror's record of past performance.

(b) The government will conduct a performance risk assessment based upon the quality of the offeror's past performance as well as that of its proposed subcontractors, as it relates to the probability of successful accomplishment of the required effort. When assessing performance risk, the government will focus its inquiry on the past performance of the offeror and its proposed subcontracts as it relates to all solicitation requirements, such as cost, schedule, and performance, including the contractor's record of conforming to specifications and to standards of good workmanship; the contractor's record of containing and forecasting costs on any previously performed cost reimbursable contracts; the contractor's adherence to contract schedules, including the administrative aspects of performance.

(c) A significant achievement, problem, or lack of relevant data in any element of the work can become an important consideration in the source selection process. A negative finding under any element may result in an overall high performance risk rating and will be considered in the tradeoff process. Therefore, offerors are reminded to include all relevant past efforts, including demonstrated corrective actions, in their proposal.

(d) In the case of an offeror without a record of relevant past performance or for whom information on past performance is not available, the offeror will not be evaluated favorably or unfavorably on past performance.

(e) Offerors are cautioned that in conducting the performance risk assessment, the government may use data provided by the offeror in its proposal and data obtained from other sources. Since the government may not necessarily interview all of the sources provided by the offerors, it is incumbent upon the offeror to explain the relevance of the data provided. Offerors are reminded that while the government may elect to consider data obtained from other sources, the burden of providing thorough and complete past performance information rests with the offerors.

(f) As this RFP is a small business set-aside, the outcome to resolve any discrepancies or disputes of the offeror's past performance or financial capabilities will be conducted by the cognizant SBA officer.

M-317 CONTRACT AWARD TO SINGLE OFFEROR FOR ALL SUBLINE ITEMS WITHIN A CONTRACT LINE ITEM (MAY 1999) (VARIATION)

The Government will not make multiple awards. The award shall be made to a single offeror for all subline items within each contract line item. Offers must include pricing for each subline item listed within a line item. Failure to do this shall be cause for rejection of the offer for that particular line item.